M.R.O. 14—10,000—21-4-22.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 1513 — Press ~~Mis.~~

52-53

Dated 4—9— 1860.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 4th September 1860.

No. 52. Read the following Proceedings of the Board of Revenue, dated 31st August 1860, No. 3,975:—

Read the following letter from E. B. THOMAS, Esq., Collector of Coimbatore, to J. D. SIM, Esq., Secretary to the Board of Revenue, dated 25th August 1860, No. 136:—

SIR,

1. With reference to the Proceedings of the Board of Revenue dated 15th instant, No. 3,747, and to the Government Order of 13th idem, No. 1,349, I have the honor to report that Clauses 3 and 13 of the Lease issued to Mr. William Graham McIvor on behalf of his brothers John and James McIvor, stand as in the Draft Lease with the addition only of "James McIvor" (wherever the names occur) which was made under the Orders of Government conveyed in Extract Minutes of Consultation of 7th May 1852, No. 410, paragraph 3.

2. A counterpart of the Lease was executed by Mr. William Graham McIvor on behalf of his brothers, copy of which is herewith submitted. This refers to the land granted at Kartari; there is another for the land given at Ootacamund, a transcript of which is also forwarded.

In Cons., 14th August 1860, *No.* 3,989.

1. Submitted to Government with reference to their Order dated 13th August 1860, No. 1,349, Revenue Department.

2. The Leases were executed by Mr. William Graham McIvor on behalf of his brothers John and James. The latter appear to have executed no engagements personally and the Collector omits to state whether the records of his Office contain any authority from them to Mr. William Graham McIvor to act on their behalf. Mr. Thomas is requested to supply this omission without delay.

(True Extract and Copy.)

(Signed) J. D. SIM, *Secretary.*

No. 53. ORDER THEREON, 4th September 1860, No. 1,513.

A copy of this paper will be sent to the Government Solicitor, together with the enclosures in original, with reference to the Order of August 13th, No. 1,349. Mr. Boyson will lay the papers before the Advocate General for his further opinion.

(Signed) J. D. BOURDILLON,
Secretary to Government.

Counterpart.

Whereas E B Thomas Esquire Collector of Coimbatoor for the time being, by and with the authority of the Governor in Council of Fort Saint George, to him Conveyed by an order in Council bearing date the 7th May 1852, has leased to me Mr. William Graham Mc. Ivor on behalf of my Brothers Messrs. John and James Mc. Ivor all that tract of land situated at "Kartary" in the Talook of the Neilgherries in the Collectorate of Coimbatoor bounded on the East by waste land, West by land held by Burghers, South by do: do: and North by do: do: Consisting of 934 Cawnies, 4 Grounds, and 1789 Sqr. feet as per Plan annexed, to be held by the said John and James Mc. Ivor, their Heirs, Executors, Administrators, or Assigns, for the term of 25 years from the 1st day of August 1853 subject to the following conditions and restrictions Viz.t

Plan will be sent hereafter there being no one at present available to do making one

1 The said John and James Mc. Ivor, their Heirs, Executors, Administrators, or Assigns, shall hold the said land rent free, for the first ten years from the date of this lease, no Todar Compensation or "Goodoo," is leviable on the land.

Compensation put in the other Lease

2 After the expiration of ten years from the date of this lease, the said John and James Mc. Ivor

shall be charged with a rent to Government of one Rupee per Annum for every Cawny of land ploughed or otherwise turned up, during the year, whether cropped or fallow - and this Lease shall be renewable at the expiration of the period of 25 years from the said 1st day of August 1853 on Condition that the whole extent of the land (934 Cawnies, 4 Grounds, and 1789 Square feet) and not merely that under the plough shall then become subject to the ordinary rates of assessment prevailing in the Neighberries.

3 The said Lease shall be revocable in the event of the said John and James Mc Ivor not reaching India within two years from its date, unless prevented by shipwreck or other unavoidable accident duly proved to the satisfaction of the Government of Fort St. George, and any portion of the land comprised in the Lease which may be unappropriated or unimproved by the said John and James Mc. Ivor, their Heirs, Executors, Administrators, or Assigns at the expiration of ten years from the date of their arrival in India shall be liable to be resumed by Government.

4 The said John and James Mc. Ivor, their Heirs, Executors, or Administrators, shall not sell or mortgage or otherwise alienate their interest in any part of, or sublet any portion of the lands hereby leased without the previous permission of Govt. and any such alienation made without such permission shall be wholly null and void.

5 The said John and James Mc. Ivor, their Heirs Executors, Administrators, and Assigns, shall not work any mine for the purpose of raising Coal, or ore, or other mineral matter excepting stone and slate in the lands hereby leased, without the special permission of Government, certified by the Collector in writing, and on the demand of Govt. [illegible] conveyed to them by the Collr. in writing they shall surrender any part of the said land which may be required for the purpose of working such a mine thereon on behalf of Govt. with a sufficient road to it.

6 The said John and James Mc Ivor, their Heirs Executors, Administrators, and Assigns shall erect boundary Marks defining the limits of the land hereby leased according to the directions which shall be given to them by the Collector, and shall maintain them in good order.

7 The said John and James Mc. Ivor, their Heirs, Executors, Administrators, and Assigns, shall maintain and keep open all existing Roads

foot paths, and rights of way through or over the land
hereby leased as marked in the Plan hereunto annexed.
They shall also allow road ways through or over the
said land for the purpose of giving access to any other
land belonging to the Govt. which is not otherwise
conveniently accessible, on a demand to that effect
being made to them by the Collector in writing.

8 The said John and James McIvor, their Heirs, Exec-
-utors, Administrators, and Assigns, shall allow any portion of
the land hereby leased, to be taken for the purpose of forming any Road
or Channel, or other works of general utility or Convenience or necessary
for the exigencies of the Public Service, or for any public purpose whatsoever
on its being certified to them in writing by the Collector, that such portion
of the land is needed for such purpose, and a demand being made
accordingly for the Surrender of the same -

9 The said John and James McIvor, their Heirs, Exec-
-utors, Administrators, and Assigns, shall not stop, impede or
alter the course of any Spring or Stream of water, rising in, or passing
through or Over or by the Side of the land hereby leased, not appro-
-priate to their own use the waters of such a Stream or Spring to
the prejudice of any party or parties, or of the public or otherwise
than as shall be directed by the Collector in writing -

10 The said John and James McIvor, their Heirs,
Executors, Administrators, and Assigns, shall not fell the
Trees, or do any thing to destroy the woods or any part of them
now standing on the lands hereby leased without the special
per-

permission of the Collector -

11 When the said John and James McIvor,
their Heirs, Executors, Administrators, and Assigns, shall
be required to Surrender any portion of the land hereby
leased, to afford a way of access to other land under
article 8 of the lease, or to form a Public Road or for some
other public purpose or purposes of Government under
article 8, or in order to the working of a mine therein by Govern-
-ment under article 5, they shall be entitled to compensation
for the land Surrendered, - provided it shall have been
brought into cultivation or prepared for cultivation, which Com-
-pensation shall be settled by mutual agreement between them
and the Collector or determined, failing such agreement, by
arbitration in the manner following, that is to say - One referee
shall be appointed by the said John and James McIvor, their
Heirs, Executors, Administrators and assigns, and one by the
Collector, and these two shall select a third. The award of
the Arbitrators or of the Majority of them, shall be final, un-
-less it be set aside by the Summary decision of the Civil Court
of the Coimbatore District for gross partiality or incompetence
on which ground, it may be challenged by either party, and
both parties shall be bound to submit to the award which
shall be given by the Court after hearing the Evidence adduced
by them respectively, or by the Complainant alone, if the other
party after due Notice shall fail to appear, and offer Evidence
In the event of the first award being thus set aside, arbi-
-trators shall be appointed a second time in the manner afore-
-said, and their award whatever it may be, shall be final - If
the land required to be Surrendered shall be still in its original
condition, that is, not improved by cost or labor, no Compensation
shall be claimable for it, but if the whole Acres of the Farm
shall have been assessed under article 2, a proportionate
abate-

abatement shall be made for the portion surrendered -

12 In all disputes regarding boundaries, or Springs, watercourses, roads, and rights of way which may arise between the said John and James McIvor, their Heirs, Executors, Administrators and Assigns, and other parties, in which the Government is uninterested, they shall be bound to abide by the decision of the Collector, subject however to an appeal to the Board of Revenue and Government - When the question or dispute relates to a matter in which the Government is interested, and the said John and James McIvor, their Heirs, Executors, Administrators, and Assigns may not be satisfied with the decision of the Collector, they may appeal to the Board of Revenue, and if dissatisfied with the issue of such appeal, may institute a suit in the Civil Court of the Zillah, but in no other Court for the determination of the point at issue, in which suit the Collector shall be defendant -

13 If the rent payable annually under this lease, be not duly discharged within the space of one month after the same shall have been due, it shall be lawful for the Collector of Coimbatore for the time being after demand in writing for the said Rent to levy the same by the distraint and Sale of any personal property which may be found upon the said land, or of any personal property belonging to the said John and James McIvor, their Heirs Executors, Administrators, and Assigns, wheresoever found, and if the proceeds of the property so distrained and sold shall be insufficient to cover the public demand with all costs of distraint and sale, and if the said John and James McIvor, their Heirs, Executors, Administrators, and Assigns, shall neglect to make good the deficiency, or if they shall fail after due notice in the performance of any other of the Conditions stipulated in this lease, then it shall be lawful to the Governor in Council of the Fort Saint George to resume the said land with all the Buildings standing on them, and this lease shall thereupon determine and cease to have effect -

14 It is to be clearly understood that this lease confers no authority on the said W G McIvor, John McIvor, and James McIvor, or his or their Heirs, Executors, Administrators, and Assigns, to oust the present occupants of small patches of land comprised within the area leased, who on the contrary will be maintained in their occupancy unless the Collector finds it convenient to give them other lands in lieu -

/Signed/ W G McIvor
Supt Fort Gard

Witnesses

/Signed/ C Basheam
H M Station Office

(4) T Rungasammy
2nd Writer of the Station Office

Signed and witnessed before me this 18th July 1853 -

/Signed/ D Babington
Joint Magistrate

A True Copy
C. R. T.
Collector.

2 of
/P/ Clerk

Counterpart

Whereas Lo. B. Thomas Esqr. Collector of Coimbatore for the time being, by and with the authority of the Governor in Council of Fort St. George, to him conveyed by an Order in Council bearing date the 7th May 1852, has leased to me Mr. William Graham Mc Lean on behalf of my Brothers Messrs. Lohen and James Mc Lean all that tract of land situated at Palaccamund in the Talook of the Neilgherries in the Collectorate of Coimbatore bounded on the East by Green Mund & Billicul road. West by the Road from Seegoor, South by the Road from Pykarah to Colaccammund Major Perreaus and Reverend Le. Kilvert's properties. and North by Mootenand South point consisting of 665 Cawnies, 19 Grounds and 611 Sfeet as per plan annexed, to be held by the said Lohen and James Mc Lean, their heirs, Executors, Administra-

It is all written on Leaves -

In a letter from the Collector of Coimbatore D.D. 25th August 1860 No. 136.

Rs 1849/4a

Copy of Counterpart executed by the Hon. E. Collector on behalf of Messrs Lohen & James Mc Lean dated 1st May 1852 for the land granted to them called Kuttary -

Wm. Hopp Oswald
for Secy to Govt

=tors, or Assigns for the term of 25 years from the 1st day of January 1853 Sub=ject to the following conditions and restrictions Viz:-

1 The said Saheb and Lauries Mc Leor, their heirs, Executors Ad=ministrators or Assigns shall hold the said land, rent free, for the first ten years from the date of this Lease, subject however to the payment to the Collector of Coimbatore for disburse=ment to the Todas as "Goodoo" or Com=pensation an annual sum not ex=ceeding Rx. 41-9-10 at 1 anna per Cawny as appraised by the Governor in Council of Fort St. George under date the 7th May 1852, the due commuta=tion for their interest in the land, the same having been certified by the Collector under his hand and Seal.

2 After the expiration of ten years from the date of this Lease the said Saheb and Lauries Mc Leor shall be charged with a rent to Government of one Rupee Per annum for every 6 cawny of land ploughed or otherwise turned up, during the year whether cropped or fallow. and this payment shall be in addition to and exclusive of the "Goodoo" or compensation referred to in Article 1, and this Lease shall be renewable at the expiration of the period of 25 years from the said first day of January 1853 on condition that the whole extent of the land (665 Cawnies 19 Grounds and 611 Sft) and not merely that under the plough shall then become subject to the ordinary rates of assessment prevailing in the neighbourhood.

3 The said Lease shall be revoca=ble in the event of the said Saheb and Lauries Mc Leor not reaching Judicial within two years from its date, unless

prevented by shipwreck or other unav=
=oidable accident, duly proved to the
satisfaction of the Government of
Fort St. George, and any portion of the
land comprised in the Lease which
may be unappropriated or unimproved
by the said Lahen and James McLeur,
their heirs, Executors, administrators
or Assigns at the expiration of ten years
from the date of their arrival in India,
shall be liable to be resumed by
Government.

4 The said Lahen and James
McLeur, their heirs, executors, ad=
=ministrators shall not sell, mort=
=gage or otherwise alienate their interest
in any part of, or sublet any por=
=tion of the lands hereby leased
without the previous permis=
=sion of Government, and any such
alienation made without such
permission shall be wholly null
and void.

5 The said Lahen and James
McLeur, their heirs, Executors ad=
=ministrators and assigns shall not
work any mine for the purpose of
raising Coal, or ore, or other mineral
matter excepting stone and slate in
the lands hereby leased, without
the special permission of Govert.
certified by the Collector, in writing,
and on the demand of Government
conveyed to them by the Collector in
writing they shall surrender any
part of the said land which may
be required for the purpose of work=
=ing such a mine therein on behalf
of Govt. with a sufficient road way to it.

6 The said Lahen and James
McLeur, their heirs, Executors, ad=
=ministrators and assigns shall

erect boundary Marks defining the limits of the land hereby leased according to the directions which shall be given to them by the Collector, and shall maintain them in good Order -

7 The said Lahen and Lauer & Mc Laor, their heirs, Executors, Administrators and Assigns shall maintain and keep open all existing Roads, foot paths, and rights of way through, or over the land hereby leased as marked in the Plan hereunto annexed. They shall also allow Roads ways through, or over the said land for the purpose of giving access to any other land belonging to the Government which is not otherwise conveniently accessible on a demand to that effect being made to them by the Collector in writing.

8 The said Lahen and Lauer & Mc Laor, their heirs, executors, Administrators and Assigns shall allow any portion of the land hereby leased, to be taken for the purpose of forming any road or channel or other works of General utility or convenience, or necessary for the exigencies of the Public Service, or for any public purpose whatsoever on its being certified to them in writing by the Collector that such portion of the land is needed for such purpose, and a demand being made accordingly for the surrender of the same -

9 The said Lahen and Lauer & Mc Laor, their heirs, Executors, Administrators and Assigns shall not stop, impede, or alter the course of any Spring or Stream of water, rising in, or passing through, or over, or by the side of the land hereby leased,

nor appropriate to their own use the water of such a Stream or Spring to the prejudice of any party or parties, or of the Public or otherwise than as shall be directed by the Collector in writing.

10 The said John and James McLaur, their heirs, Executors, administrators and assigns shall not fell the Trees or do any thing to destroy the woods or any part of them now standing on the lands hereby leased without the special permission of the Collector.

11 When the said John and James McLaur, their heirs, executors, administrators and assigns shall be required to surrender any portion of the land hereby leased, to afford a way of access to other land under article 8 of the lease,

or to form a public Road or for some other public purpose or purposes of Government under article 8, or in order to the working of a mine thereby Government under article 5, they shall be entitled to compensation for the land surrendered, provided it shall have been brought into cultivation or prepared for cultivation, which compensation shall be settled by mutual agreement between them and the Collector or determined, failing such agreement, by arbitration in the manner following. that is to say one referee shall be appointed by the said John and James McLaur, their heirs, Executors, administrators and assigns, and one by the Collector, and these two shall select a third. The

award of the arbitrators or of the majority of them, shall be final, unless it be set aside by the summary decision of the Civil Court of Coimbatore District for gross partiality or incompetence, on which ground, it may be challenged by either party, and both parties shall be bound to submit to the award which shall be given by the Court after hearing the evidence adduced by them respectively or by the Complainant alone, if the other party after due notice shall fail to appear and offer evidence. In the event of the first award being thus set aside, Arbitrators shall be appointed a second time in the manner afore said, and their award whatever it may be, shall be final. If the land required to be surrendered, shall be still in its original con-

=dition, that is, not improved by cost or labor, no compensation shall be claimable for it, but if the whole area of the farm shall have been assessed under Article 2, a proportionate abatement shall be made for the portion surrendered.

12 In all disputes regarding boundaries, Springs, watercourses, roads and rights of way which may arise between the said Saheb & Lamen &c &c, their heirs, executors, administrators, and assigns and other parties, in which the Government is interested, they shall be bound to abide by the decision of the Collector, subject however to an appeal to the Board of Revenue and Government. When the question or dispute relates to a matter in which the Government is interested and the said Saheb and James McLean, their heirs, executors, administrators, and assigns may not be satisfied with the decision of the Col-

=lector, they may appeal to the Board of Re=
=venue, and if dissatisfied with the
issue of such appeal, may institute
a suit in the Civil Court of the Zillah,
but in no other Court for the determi=
=nation of the point at issue, in which
suit the Collector shall be defendant.

13 If the rent payable annually un=
=der this lease [together with any sum which
may be payable as "Goods" on account of
the Lands, be not duly discharged within
the space of one Month after the same
shall have become due, it shall be lawful
for the Collector of Coimbatore for
the time being after demand in writing
for the said Rent and "Goods", to levy
the same by the distraint and sale
of any personal property which may be
found upon the said land, or of any
personal property belonging to the said
John and James McLeod, their heirs,

executors, administrators, and assigns
wheresoever found, and if the proceeds
of the property so distrained and sold,
shall be insufficient to cover the
Public demand with all costs of
distraint and sale, and if the said John
and James McLeod, their heirs, Execu=
=tors, Administrators and Assigns
shall neglect to make good the defi=
=ciency, [or if they shall fail after due
notice in the performance of any other
of the conditions stipulated in this
lease, then it shall be lawful
to the Governor in Council of the
Presidency of Fort St. George to re=
=sume the said lands with all
the buildings standing on them,
and this lease shall thereupon
determine and cease to have effect.

14 It is to be clearly understood
that this lease confers no authority

on the said W. G. McLean, Lakey McLean, & Lancy McLean, or his or their heirs, & Executors, Administrators and Assigns, to oust the present occupants of small patches of land comprised within the area leased, who on the contrary will be maintained in their occupancy unless the Collector finds it convenient to give them other lands in lieu.

Dated as aforesaid
4th January 1858

/Signed/ W. G. McLean

/Signed in our presence
/Signed/ D. Baheyetan
Saint Magistrate
/Signed/ L. A. Schwarri

/True Copy/

C. B. Turnbull
Collector

Ex'd
P.O. Clerk

Revenue Departt.

No. 3975

Proceedings of the Board of Revenue

dated 31st August 1860.

Read the following

No. 136.

From.

E. B. Thomas, Esqr.

Collector of Coimbatore.

To

J. D. Sim, Esqr.

Secretary to the Board

of Revenue.

Sir. 25th August

With reference to the Proceedings

of the Board of Revenue dated 15th Inst.

stant No. 3747, and to the Government

order of 13th idem No. 1349, I have the honor

to report that Clauses 3 and 13 of the

Lease issued to Mr. William Graham Mc.

Ivor on behalf of his brother John and

James Mc. Ivor, stand as in the Draft

Lease with the addition only of "James

Mc Ivor" (wherever the names occur) which

was

In a letter from the
Collector of Coimbatore
dated 25th August 1860 No. 136

Read &c.

By Order of Countersigned
the Board of Revenue
[illegible]

Sd/- [illegible]
Secy to Board of Revenue

Sd/- [illegible]
Secy to Board of Revenue

Revenue Depart.t

No. 3975

Proceedings of the Board of Revenue

dated 31st August 1860.

Read the following

No. 13b.

From.

E. B. Thomas, Esq.r,

Collector of Coimbatore.

To

J. D. Sim, Esq.r,

Secretary to the Board

of Revenue.

Sir. 25th [illegible]

With reference to the Proceedings

of the Board of Revenue dated 13th Inst.

stand No. 3747, and to the Government

order of 13th idem No. 1349, I have the honor

to report that Clauses 3 and 13 of the

Lease issued to Mr. William Graham & Mc.

Ivor on behalf of his brother John and

James Mc. Ivor, stand as in the Draft

Lease with the addition only of "James

Mc Ivor" (wherever the names occur) which

was

Read a letter from the

Collector of Coimbatore

dated 25th ult.

Read the following

Report of Canteyparah

pleaded by Mr. Gilbert

on behalf of his brother

Arthur and James

the Lease for the Cardamom

granted to them as

Ordered.

was made under the orders of Government conveyed in Extract Minutes of Consultation of 7th May 1852. No. 410 para 3.

2. A counterpart of the Lease was executed by Mr. William Graham Mc. Ivor on behalf of his brothers, copy of which is herewith submitted. This refers to the land granted at Kartari. there is another for the land given at Cotacamund. a transcript of which is also forwarded.

Coimbatore; Collector's Office, 25th August 1860. } I have the honor to be, Sir, Your Most Obedt. Servt. /Signed/ E. B. Thomas, Collector.

To The Secretary to the Board of Revenue.

Submitted to Government with reference to their order dated 13th August 1860. No. 1349. R. D.

In Cons 14th August 1860 No. 3989.

The

2- The leases were executed by Mr. William Graham Mc. Ivor on behalf of his brothers John and James. The latter appear to have executed no engagements personally & the Collector omits to state whether the records of his Office contain any authority from them to Mr. William Graham Mc. Ivor to act on their behalf. Mr. Thomas is requested to supply this omission without delay.

(True Extract and Copy)

Secretary.

To J. D. Boudillon, Esqre, Secretary to Government. Revenue Department.

P. for July/60 Nos 345-371
for August/60 Nos 143-164
——— Nos 220-221

Copy in a Letter to Engt
dd 28th Janry/61 No. 22

From the Secretary Police dept 10
Dear Sir No 2910

58 M/61

No 52 & 53.

Revenue 1860 Sept 4th
Govt. for Extracts

No. 1849.

Proceedings of the
Board of Revenue

Dated 31st August 1860
Recd 31 Do
Read 1st September
Encl 2 Corps

No. 3975.

Fm. from Sec. to G. 10th Sept 60
C. No. 1925.

Submitting a letter from the Collector of Coimbatore furnishing the further information called for in the order of Govt 13th Augt 1860 No 1319 respecting Rutn Mc Iyaro case.

No. 1513. 4th Sept.
Withdrawn Order

No. 1513

A copy of this paper will be sent to the Government Solicitor, together with the enclosures in original, with reference to the order of August 15th No 1319 after Boyson will lay the papers before the Advocate General for his further opinion.

Fort St. George 5th Sept. 1860

17 Copies
Board of Revenue Dispatch
1 to Government Solicitor with 2 Rough Enclosures
& former Papers sent with No 1269