M.R.O. 14—13,000—27-9-24.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 346	Press ~~Mis.~~
249-250	
Dated 17-2-1863	

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department,
17th February 1863.

No. 249. Read the following letter from W. HUDLESTON, Esq., Secretary to the Board of Revenue, to J. D. SIM, Esq., Secretary to Government, Revenue Department, dated Madras, 26th January 1863:—

SIR,

1. With reference to the Order of Government dated 6th December 1862, No. 2,553, I am directed by the Board to submit for the consideration and orders of Government, the accompanying letter from the Government Pleader,* forwarding to the Board the forms of Deeds to be used in connection with the sale of waste land under the Rules.

* 19th In Cons., 20th January 1863, No. 329.

The forms are six in number.

Form A. Conveys absolutely the unassessed waste land sold, and for which the purchase money has been paid down in full.

Form B—Covenants to convey absolutely the unassessed waste land sold, when the purchase money shall have been paid in the prescribed instalments with interest.

Form C—Certifies to the redemption of the land assessment charged on former grants of unassessed waste (*vide* paragraph 17 of the Government Rules).

Form D—Conveys absolutely the assessed land sold, for which the purchase money has been paid down in full.

Form E—Covenants to convey such land absolutely hereafter, when the prescribed instalment of purchase money shall have been discharged.

Form F—Certifies to the enfranchisement of such purchased assessed land by payment of the redemption money to clear it from the land tax.

2. The points connected with the forms on which the decision of Government is requisite, if they are otherwise approved, are :—

The seal that is to be used on the part of Government.

Whether the provision regarding registry of transfers is to be retained.

Whether the provision made to meet cases of default in payment of purchase money and interest is deemed sufficient.

3. In regard to the question of the registry of transfers the Board observe that although it was provided in the original Rules and sketch Deed communicated to the Board with the Proceedings of Government dated 27th February 1862, No. 433, Revenue Department, that unregistered transfers should not be recognized by the Court or Revenue Officers, this provision is not maintained in the Rules appended to the G. O. dated 6th December 1862, No. 2,553, Revenue Department, nor in the Rules or sketch form of Deed for the Neilgherries annexed to the G. O. of same date No. 2,554.

4. It is therefore presumed that the intention of attempting to attain this object by indirect means is abandoned, and the Board consider that it would be wise to abandon it, for it may be doubted whether the Courts would recognize any such condition in the absence of a legislative enactment to the same effect, and non-recognition by the Revenue Officers of unregistered transfers of land not assessed to the Revenue would probably be a matter of perfect indifference to the holders. It would seem also that the provision would be inconsistent with the provisions of Section 21 of the Draft Bill for the adjudication of claims to waste land, &c.

5. As to the provisions for guarding the rights of Government in cases of resale of land for default, the Board concur in opinion with the Government Pleader that it will serve no good object to declare that the resale shall be at the risk of the first and defaulting purchaser. It is not to be believed that fraudulent combinations could under a system of open auction succeed in excluding fair competition, and for no other purpose than to guard against such combinations does it appear to the Board that the proposed condition could really be made use of. If the original purchaser had really bid more for the land than its worth, the Government could not desire to expose him to the penalty of making good all loss by resale in addition to the loss of his original deposit, of any subsequent payments, and of all the labor and capital expended on the land in the interval.

6. Mr. Dale is of opinion that the ejectment of the defaulter, and the realization of the arrears of purchase money and interest thereon, cannot be effected, under the existing Law except by Civil Suit, and that nothing short of an Act of the Legislature will suffice to secure what the Government proposed.

7. He has introduced Covenants binding the defaulting purchaser to surrender possession and enabling the Government to re-enter on such default or on breach of any of the Covenants but to enforce this particular condition recourse must in his opinion be had to Civil Suit.

8. In the face of Mr. Dale's objections, the Board deem it useless to require the insertion of further conditions carrying with them no force.

9. It does not occur to the Board to offer any further observations on the forms.

10. They direct me to submit for the approval of Government the Subsidiary Rules and form of Sale Advertisement which they propose to circulate for the guidance of Collectors.

11. Their remarks on the upset price for land will be submitted separately.

No. 250. ORDER THEREON, 17th February 1863, No. 316.

1. With these Proceedings the Board of Revenue submit drafts of Deeds prepared by the Government Pleader for use under the rules passed by Government for the sale of unassessed waste land generally, and for the sale of waste on the Neilgherry Hills.

2. Before noticing these drafts the Government will reply to the questions raised in the Board's Proceedings, viz.:—

I. The Seal to be used will be that of "the Governor in Council of Madras."

II. The provision regarding the registry of transfers was purposely omitted from the Rules of December last. The Covenant to this effect will therefore be struck out of the Deeds.

III. As to the provision for guarding the rights of Government in cases of resale of land or default, the Board and the Government Pleader agree in thinking that it will serve no good object to declare that the resale shall be at the risk of the defaulting purchaser. Mr. Dale's objection to this condition is that unless the first purchaser peaceably gave up possession, the resale would be futile. The object of Government was to guard against such abuses as the purchase of valuable forest land and default after the purchaser had cleared and sold the valuable timber. As purchasers may at their option pay down only $\frac{1}{10}$th of the value of their purchase, it seemed desirable to guard against this contingency. The Government wish to know from the Government Pleader whether no remedy exists for abuses of this kind, as the mere re-acquisition of the land under such circumstances would be no penalty.

3. The Board express the opinion that if a purchaser has really bid more for land than it is worth, Government should not visit him with the penalty of making good all loss by resale in addition to the loss of his original deposit, his subsequent payments, and the labor and capital expended on the land. The purchaser would of course get credit for his original deposit and subsequent payments, and would only have to make good the actual loss whatever that might be. The Government however must rigidly enforce the Rules; if this is not done, the *bona fide* character of the sales will be lost, and reckless bidding encouraged. Purchasers must satisfy themselves beforehand of the real value of the lands they bid for, and must not be led to expect that consideration will be shown to them, if they think fit to bid more than the lands are worth.

4. As purchasers of land cannot be ejected without recourse to a Civil action, it is useless to covenant for repossession otherwise. This however, the Government understand, is only where the dues of the State consist of instalments of purchase money and interest thereon. Where the dues comprise arrears of annual assessment, as in the case of lands sold on the Neilgherry Hills, the Government can re-enter, distrain and sell. The Government are not prepared to introduce a legislative enactment for the recovery of instalments of purchase money and interest, and must be content therefore with the ordinary remedy of a Civil action.

5. The Government will now notice the forms of Deeds.

Deed A.—Beyond the omission of the condition of registry and the substitution of the words "Treasury of the said Collector" for "Bank of Madras" this form needs no change.

Deed B.—The registry clause will be omitted in this Draft also.

Deed C.—Instead of the general stipulation that the owner shall observe "the several conditions in the said rules contained" it would be better to specify them. Any other special conditions or reservations incident to the land must be entered by the Collectors as this Deed of course will not nullify them. For instance, if a tract of land is now held on condition of certain timber on it being preserved, that condition does not necessarily lapse by redemption of the revenue. The orders of Government must be taken on the question, and if the condition is to be retained, it will be specially entered in the Deed. The general conditions to be entered in the Deed are those contained in Rule 20, attached to G. O. dated 6th December 1862, No. 2,553, and the maintenance of permanent boundary marks. Form *D* needs no remark; form *E* is analogous to form *B*. The registry clause will be omitted. Form *F* needs no remark.

Forms *A*, *B*, and *C*, are applicable only to lands sold under the rules attached to G. O. 6th ultimo, No. 2,553.

Forms *D*, *E*, and *F*, are applicable only to lands sold on the Neilgherries under G. O. of the same date, No. 2,554.

To obviate confusion the latter rules will be dated and numbered differently and the forms will be marked X. Y. Z.

The forms of Advertisement submitted by the Board should contain the conditions of sale, to prevent disputes. A draft of these accompanies these orders. The Board's Solicitary Rules are scarcely full enough to ensure uniformity of practice. They have accordingly been revised by the Government. The Board have not furnished a set adapted to the Neilgherry Hills. The trifling alterations necessary to adapt the Board's draft, have been made by Government.

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

FORM OF ADVERTISEMENT.

NOTICE.

District of———

SALE OF WASTE LANDS.

1. NOTICE is hereby given, that the lands hereunder specified will be put up to auction (under the Government Rules for the sale of waste lands dated), and sold to the highest bidder above the upset prices entered opposite to each lot in the following schedule on the day of 186 at

2. All parties having claims on the said lands, incompatible with the sale as herein notified, are hereby required to prefer their claims on or before the day aforesaid to the undersigned :—

Schedule of lands to be sold.

District.	Talook.	Village.	Name if any.	Boundaries.	Extent.	Upset price.

The sale will be subject to the following conditions :—

CONDITIONS OF SALE.

(1.) That the highest bidder above the upset price shall be the purchaser of the premises, and if any dispute arise between two or more bidders at the same price, the premises shall be immediately put up again at the last preceding undisputed bidding and resold.

(2.) That the purchaser shall pay the Collector of the District immediately after the lot is knocked down, a deposit of 10 Rupees per centum, in part of his purchase money, and sign an agreement for the payment of the residue to the said Collector within thirty days from the day of sale or, at his (the purchaser's) option in three yearly instalments of equal amount bearing interest at 6 per cent. per annum. If the purchaser elects to pay within thirty days, and if, from any cause whatever, the purchase shall not be completed by such day, or if the purchaser shall elect to pay by instalments and shall neglect for ten days to execute a Deed in the form marked B annexed to the Rules passed by the Honorable the Governor in Council under date the day of 1863, No. then and in such case the purchaser shall pay to the Collector interest at the rate of 12 Rupees per cent. per annum, on the remainder of his purchase money from the day of sale until the purchase shall be completed; or a Deed in the form B be executed; without prejudice nevertheless, to the right of resale reserved by the fifth condition.

(3.) That all persons desirous of becoming purchasers are to satisfy themselves as to the identity and correct description of the property, and the measurement and boundaries of the premises, previous to the sale, as by having the premises knocked down to him, the purchaser thereof shall be held to have waived all objections to any mistakes that may afterwards appear to have been made in the description of the premises as well as to any other error whatever in the particulars of the property.

(4.) On payment by the purchaser, of the residue of his purchase money agreeably to the second condition, the Honorable the Governor in Council will execute to such purchaser a conveyance of the premises in the form marked A annexed to the said Rules.

(5.) That if the purchaser shall neglect or refuse to comply with the above conditions, or any of them, his deposit money shall be forfeited, and retained by Government, and the Government shall be at liberty to resell the premises either by public auction or private contract, without the necessity of previously tendering a conveyance to the purchaser; and the deficiency, if any, arising from such resale, together with all expenses attending it, shall be made good by the purchaser at the present sale, who shall so neglect or refuse, as and for liquidated damages.

Subsidiary Instructions to Collectors relating to the sale of UNASSESSED Waste Lands in the Madras Presidency under the Rules dated 6th December 1862, *No.* 2,553.

1. Collectors shall open and carefully and punctually maintain Registers of tracts reserved from the operation of these Rules as being required for forest purposes, for grazing or firewood preserves, for building sites, or for any other public object, copies of the entries in the Registers shall be regularly forwarded to the Board of Revenue. These Registers shall be available for reference by intending purchasers of waste land, on application at the Offices of the Collector or the Board of Revenue. The Conservator of Forests will be consulted by Collectors in regard to forest tracts which it may be desirable to reserve, and the orders of the Supreme Government on this point (Board's Circular Order dated 17th December 1862, No. 8,207) will be kept carefully in view.

2. Immediately on the receipt of an application for *unassessed* waste land, the Collector shall ascertain whether there is any objection to the sale or whether any special limitation is necessary by reason of the land being required for public purposes.

3. Where no such objections are known to exist, the Collector shall have the land demarcated and surveyed without delay, and then issue the prescribed advertisement, *carefully observing Rules* 8 *and* 9.

4. In fixing the upset price, Collectors will bear in mind that the cost of survey and demarcation is to be included in it, and subsequently adjusted as explained in Rule 13.

5. The upset price shall also be calculated on the whole area of the lot without any deduction on any account whatever. At the auction the advertisement with the conditions of sale attached to it should be read out by the auctioneer before the bidding commences, and copies of the Rules should be kept available for reference.

6. A separate Register of all sales under the Rules shall be kept in the Collector's Office in English in the following form:—

Number of lot.	Name of purchasers (in full).	Talook and village in which land is situated.	Name and boundaries of lot.	Area of lot.	Price of lot.	Date and No. of Deed of Sale.	Special reservations if any.	Subsequent registered transfers or succession.

The original maps or plans and survey records of all such lands shall be kept in a series corresponding with the number in this Register.

7. The Deeds are to be executed in duplicate, and after being properly filled up and signed, submitted through the Board for the seal of Government. When returned, one copy is to be delivered to the purchaser and the other carefully preserved by the Collector.

8. The receipts at the foot of the several Deeds are to be signed by the Collector.

9. The instructions in the margin of the forms of Deeds attached to the Rules must be carefully observed. Blank forms (without these directions) will be forwarded for use.

10. The lots must be consecutively numbered in the order of sale without reference to locality, and the Deeds must bear corresponding numbers.

11. The plans to accompany the Deeds must be signed by Collectors and securely attached to the Deeds.

12. Copies of the Rules should be supplied to Tahsildars and others for sale to the public at 2 Annas per copy.

13. All sales of waste land made under the Rules in each District shall be reported immediately to the Board of Revenue.

14. Every six months a report shall be furnished by Collectors to Government through the Board of Revenue, of all sums that may have been realized within the previous six months as purchase money and interest.

Instructions to Collectors.

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2. Immediately on the receipt of an application for unassessed waste land, the Collector shall ascertain whether there is any objection to the sale or whether any special limitation is necessary by reason of the land being required for public purposes.

3. Where no such objections are known to exist, the Collector shall have the land demarcated and surveyed without delay, and then issue the prescribed advertisement, carefully observing Rules 8 and 9.

4. A separate Register of all sales under the Rules shall be kept in the Collector's Office in English in the following form :—

Number of lot.	Name of purchasers (in full).	Talook and village in which land is situated.	Name and boundaries of lot.	Area of lot.	Price of lot.	Annual assessment.	Date and No. of Deed of Sale.	Special reservations if any.	Subsequent registered transfers or succession.

The original maps or plans and survey records of all such lands shall be kept in a series corresponding with the number in this register.

5. The Deeds are to be executed in duplicate and after being properly filled up and signed, submitted through the Board for the seal of Government. When returned, one copy is to be delivered to the purchaser and the other carefully preserved by the Collector.

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11. All sales of waste land made under the Rules shall be reported immediately to the Board of Revenue.

12. Every six months a report shall be furnished by the Collector to Government through the Board of Revenue, of all sums that may have been realized within the previous six months as purchase money and interest.

This Indenture made the

day of One thousand Eight hundred and Sixty One. **Between**

CLEMENT DALE of Madras Esquire, "The Receiver of the Carnatic Property" under Act No. 30 of 1858 of the One part and

of in the Collectorate of

in the East Indies of the other part **Whereas** His late Highness Ameer Ul Hind Wallajah Oomdut Ul Oomrah Mookhtar Ul Moolk Seeraj Ood Dowlah Ghoolam Mahomed Ghouse Khan Bahadoor Bahadoor Jung Nabob of the Carnatic was in his life time seized or otherwise well and sufficiently possessed of or entitled to the land hereditaments and Premises hereinafter described and expressed or intended to be hereby conveyed **And Whereas** the said Nabob departed this life on the Seventh day of October One thousand Eight hundred and Fifty five Intestate, **And Whereas** the said Clement Dale was duly appointed Receiver of the Carnatic Property under the Provisions of the said Act **And Whereas** he as such Receiver applied for and obtained under the Authority of the Governor of Madras in Council a Certificate dated the day of One thousand Eight hundred and Sixty one under Clause three Paragraph four of the Order of Government of the fifth day of August One thousand Eight hundred and Fifty nine No. 1053, that the said land is permanently Exempt from all demand on account of Quit Rent Assessment or other land tax. **And Whereas** the said Clement Dale as such Receiver on the

day of One thousand Eight hundred and Sixty one caused Messrs. Ashton Richardson and Company of Madras Auctioneers to offer the said Premises (with others) for sale by Public Auction to the highest bidder, such Premises being distinguished in the particulars of Sale published and circulated previous to such Sale as Lot No. **And Whereas** at such sale the said

offered the sum of

Rupees for such Lot and being the highest Bidder was declared to be the Purchaser thereof according to conditions of Sale to the said

particulars annexed Now this Indenture Witnesseth that in consideration of the said sum of

Rupees to the said Clement Dale at or before the Execution of these Presents paid by the said

(the receipt whereof the said Clement Dale doth hereby acknowledge) He the said Clement Dale as such Receiver as aforesaid under and by Virtue and in Exercise of the Powers given to him by the said Act No. 30 of 1858 and of every other power enabling him in that behalf and according to his Estate right and interest and so far as he can or may at Law or in Equity but not further or otherwise by this Deed (made in pursuance of the statute for rendering a Release as effectual as a Lease and Release by the same Parties) Doth sell Alien, Assign, Release, and Convey unto the said

his Heirs, Executors, Administrators Personal Representatives and Assigns, All and Singular the piece or parcel of land commonly called or known as the

Containing

Cawnies

Goolies and Annas or thereabouts situated in the

in the Taluq of in the District of

bounded as in the Schedule hereunder written mentioned and delineated in the Map or Plan hereunto Annexed Together with all Buildings and Erections (if any) thereon Erected and built And all Ways, Paths, Passages, Waters, Water-courses, Wells, Walls, Ditches, Fences, Mounds, Lights, Easements, Profits, Rights, Members, and Appurtenances whatsoever to the said Hereditaments and Premises and every or any part thereof belonging or appertaining And all the Estate and Interest of the said Clement Dale in the said Premises. To hold the said Premises unto the said

his Heirs, Executors, Administrators personal Representatives and Assigns. And the said Clement Dale doth hereby for himself, his Heirs, Executors, and Administrators Covenant with the said

his Heirs, Executors, Administrators, Personal Representatives and Assigns that he the said Clement Dale hath not done or knowingly or wittingly permitted or suffered any Act, Deed, Matter, or thing whereby the said Premises or any part thereof are is or can be impeached incumbered or affected in Title or otherwise. In Witness whereof the Parties hereto have hereunto set their hands and seals the day and year first above written.

The Schedule to which the above written Indenture refers.

District.	Taluq.	Village.	Name if any.	BOUNDARIES.	Extent.

Signed sealed and delivered by the above named
Clement Dale at
in the East Indies in the presence of

Received from the above named
the sum of
Rupees being the consideration money above mentioned to be by him to me paid. } Rupees.

Witness.

the receipt whereof is hereby acknowledged The said Secretary of State in Council Doth Doth alien &c &c
claim and convey unto the said A B.

No

A

This Indenture made the day of
18 Between The Right Honorable The Secretary
of State for India in Council of the one part and "
and (A B.)
of in the District
of the other part Whereas under Rules for the Sale
of unassessed waste land passed by The Honorable
The Governor of Fort Saint George in Council on the 8th day
of 1863 and No. the Collector of
did on the day of 18 offer for sale by public
Auction the land described in the schedule hereunder
written. And Whereas at such Sale the
said A B.
offered the sum of
Rupees for such Land and being the highest Bidder
was declared to be the Purchaser thereof according to the
terms and conditions in such rules contained And
Whereas previously to the execution of these Presents
the said A B the said Collr.
has paid into the ~~Bank~~ Treasury to the Credit of Her
Majesty's Government of India the full sum of
Rupees Now this Indenture
witnesseth that in consideration of the said sum of
Rupees so paid by the said (A B)
the receipt whereof is hereby acknowledged The said
Secretary of State in Council Doth Grant alien Enfran-
chise and convey unto the said A B.

a Add the Purchaser's Trade or occupation or other description

C.S.
G.P.

DATED 1861.

THE RECEIVER OF THE CARNATIC PROPERTY

Conveyance of

at

in the Collectorate of

The piece or parcel of land containing

Is this intended? or is the measurement to be in Cawnies &c.? ?

British Statute Acres situated in the Village of

in the Taluq of

in the Collectorate of

bounded as mentioned in the Schedule hereunder written and delineated in the Map or plan hereunto annexed — Together with all erections and Buildings (if any) thereon erected and built. And all products both above and below the Surface ways paths passages, Waters, watercourses, wells, fences, Ditches, Easements profits, rights, Members, and appurtenances, whatsoever to the said land and Premises and every or any part thereof belonging or appertaining except and always reserved out of these Presents all existing and Customary rights of Government and of Proprietors of lands adjoining or lying near to the land and Premises hereby Conveyed in all existing Roads and paths and in Streams of water running thro' or bounding the land and Premises hereby Conveyed. To hold the said land and Premises hereby Conveyed with the appurtenances to the said

A B

his Heirs personal Representatives and Assigns for ever free from all Demand on the part of Her Majesty for or on account of Quit-rent Assessment Land Tax or other Land Revenue but subject nevertheless to all general Taxes and local rates now existing or which at any time hereafter may be imposed by law and to the Conditions and Conditions hereinafter

Cy this? See Note 2 infra

hereinafter contained And the said A.B.
for himself his Heirs personal Representatives
and Assigns doth hereby covenant with the
said Secretary of State in Council his Successors
and Assigns That he the said A.B.
his Heirs personal Representatives and Assigns
will at his and their own Costs and Charges for the
with erect and at all times hereafter maintain
and keep in good repair permanent boundary Marks
round the land and Premises hereby conveyed And
it is hereby declared and agreed by and between
the Parties hereto that no transfer or Conveyance
of the said land hereby conveyed or of any part
thereof shall be recognized by any Civil Court or by
any Revenue Officer of Government unless the Deed
transferring or conveying such land shall be duly
registered in the Office of the Collector of the District
wherein the land is situated In witness whereof
The Honorable The Governor of Fort Saint George in Council
on behalf of the said Secretary of State in Council hath hereunto
affixed the seal of [illegible] in Council ——
And the said A.B.
hath set his hand and seal the day and
year first above written.

She

d I think this provision should be made by Legislature Enactment and omitted from this Conveyance. 27/4/08 Sd/ B.

e What seal is it? See attestation below The two must agree 8.2.08 Sd/ B.

The Schedule to which the above written Indenture refers.

District	Taluq	Village	Name if any	Boundaries	Extent
A					

The Seal of the Right Honorable the Secretary of State for India in Council was hereunto affixed by the Honorable The Governor of Fort Saint George in Council in the presence of

Signed Sealed and Delivered by the abovenamed (AB.) at in the East Indies in the presence of

Received from the abovenamed (AB.) the sum of Rupees being the consideration Money abovementioned to be by him paid

Rupees

4

D

Cl. [illegible]

This Indenture made the day of
18 Between The Right Honorable The
Secretary of State for India in Council of the
one part and A.B.
of in the District
of
[a] Add the Purchaser's Trade or occupation or other description as Govt Lessee. of the other part Whereas under the rules for the sale of
waste land passed by the Honorable The Governor of
Fort Saint George in Council on the day of
1863 and No. the Collector of did on
the day of 18 offer for sale by public
Auction the land described in the Schedule hereunder
written subject to an annual Assessment in perpetuity
on the said land of
Rupees And Whereas at such sale the said A.B.
offered the sum of
Rupees for such land subject to such Assessment and being
the highest Bidder was declared to be the Purchaser
thereof according to the terms and conditions in such rules
contained And Whereas previously to the execution of
these Presents the said A.B.
has paid into The Treasury of the said Collector to the
credit of Her Majesty's Government of India the
full

A

Dated 18.

The Right Honorable
The Secretary of State for India
in Council.

— to —

Rec'd 24/1/63.

Draft Conveyance of

Acres of land
in the Village of
in the Talook of
as Freehold.

Ack.

Ex. Rs. 327 of 1863
v. p. 15. C.O. 16 Rec'd 62.

full sum of Rupees

Now this Indenture witnesseth that in consideration of the said sum of Rupees so paid by the said A B. (the receipt whereof is hereby acknowledged) The said Secretary of State in Council Doth sell alien and convey unto the said A B The piece or parcel of land containing British Statute Acres situated in the Village of in the Taluq of in the Collectorate of bounded as in the Schedule hereunder written mentioned and delineated in the Map or plan hereunto annexed — Together with all erections and buildings (if any) thereon erected and built And all products both above and below the Surface ways paths passages waters watercourses wells fences Ditches Easements profits rights Members and appurtenances whatsoever to the said land and Premises and every or any part thereof belonging or appertaining Except and always reserved out of these Presents all existing and Customary rights of Government and of Proprietors of lands adjoying or lying near to the land and Premises hereby conveyed in all existing Roads and paths and Streams of water running thro or bounding the land and Premises hereby conveyed To hold the said land and Premises hereby conveyed with the appurtenances to the said

Is this intended? or is the Measurement to be in Cawnies &c.? C.D. for P.S.

said A B. his Heirs
personal Representatives and Assigns for ever subject
nevertheless to the payment by the said A B.
his Heirs personal Representatives and Assigns to the
said Secretary of State in Council his Successors or Assigns
yearly and every year for ever hereafter the clear sum
of Rupees on or before the 30 day
of June in each year And Likewise subject to the
payment by the said A B.
his Heirs personal Representatives and Assigns of all
general Taxes and local rates now existing or which at
any time hereafter may be imposed by law As also to
the Covenants and Conditions hereinafter contained And

Query this & see Note d infra
G.L. Govt Observer.

the said A B.
for himself his Heirs personal Representatives and
Assigns doth hereby Covenant with the said Secretary of
State in Council his Successors and Assigns in manner
following (that is to say) That he the said A B.
his Heirs personal Representatives or Assigns will
Yearly and every year for ever hereafter pay on or before
the 30 day of June in each year the said sum of
Rupees. And Likewise will
at his and their own Costs and Charges forthwith erect
and at all times hereafter maintain and keep in good repair
permanent boundary Marks round the Land and Premises hereby
Conveyed. And Further that in case he the said A B
his

his Heirs personal Representatives and Assigns
shall make default in payment of the annual
Assessment of Rupees or any part
thereof as and when the same shall become payable
under the Covenant hereinbefore contained Then and in
such case, and so often as the same shall happen
the said Assessment of Rupees
and all arrears thereof shall and may be treated as
arrears of Ryotwary Land Revenue and may be
recovered in the same manner as Ryotwary
Land Revenue is now or at any time hereafter may
be recoverable Provided always and it is
hereby declared and agreed by and between the
parties hereto that the said A.B.
his Heirs personal Representatives and Assigns
shall at any time be at liberty to redeem such
annual assessment by payment to the said Secretary
of State in Council his Successors or Assigns of the sum
Rupees of lawful
of
Money of British India and that immedi-
-ately after such payment the land and
Premises hereby conveyed shall be for ever
free from all demand for land Revenue
In witness whereof The Honorable The Governor of Fort
Saint George in Council on behalf of the said Secretary of
State

State in Council hath hereunto affixed the seal of

And the said A.B.

hath set his hand seal the day and year first above writ

E What seal is it? see attestation below the two must agree

C.A.
Govt. Pleader

The Schedule to which the above written Indenture refer

District	Taluq	Village	Name if any	Boundaries	Extent
D	D				

The Seal of the Right Honorable The Secretary of State for India in Council was hereunto affixed by the Honorable The Governor of Fort Saint George in Council in the presence of

Signed Sealed and delivered by the above named A.B. at in the East Indies in the presence of

Received from the above named (A.B.) the sum of Rupees Rupees being the Consideration Money above mentioned to be by him paid

Witness

This Indenture made the day of
18 Between The Right Honorable The
Secretary of State for India in Council of the
one part And A.B.
of in the Distro
of [a]
of the other part Whereas under the rules for the sale
of unassessed waste land passed by The Honorable
The Governor of Fort Saint George in Council on the
day of 1863 and Nov the Collector of
did on the day of 18
offer for sale by public auction The piece or parcel of
land containing
[b] British Statute Acres situated in the Village of
in the Taluq of
in the Collectorate of bounded as in the sche-
dule hereunder written mentioned and delineated in the Map
or plan hereunto annexed Subject to the payment by the
said A.B.
his Heirs personal Representatives and Assigns to the said
Secretary of State in Council his successors or Assigns yearly
and every year for ever hereafter the clear sum of
Rupees on or before the 30 day of June in each year
And

[a] Add the Purchaser's Trade or occupation or other description.
C.R.
Govt. Pleader

[b] Is this intended for is the Measurement to be in Cowries?
C.R.
Govt. Pleader

D X

Dated 18

The Right Honorable The
Secretary of State for India
in Council

— to —

Draft
Conveyance of
Share of Landlord
on the
Chalgherry Hill as Freehold, on
Subject to an annual Assessment
of Rupees.

4
L. R. 3 of 1863

And whereas at such sale the said A B
offered the Sum of Rupees
for such land subject to such assessment and being the
highest bidder was declared to be the Purchaser thereof
according to the terms and conditions in such rules contained
And whereas at the time of such sale the
said A B
paid into the hands of the said Collector the Sum of
Rupees being the amount deposited
at the rate of 10 Rupees per cent on the said purchase
Money as required by the said Rules and under the provisions
contained in those rules has elected to pay the balance of
such purchase Money amounting to the Sum of
Rupees in 3 Yearly instalments of
Rupees each with interest on such balance
or on such part thereof as shall from time to time remain
unliquidated at the rate of 6 Rupees per cent per annum
Now this Indenture witnesseth that in Consideration
of the said Sum of Rupees
so paid to the said Collector as hereinbefore mentioned
(the receipt whereof is hereby acknowledged) and of the
Covenants on the part of the said A B
hereinafter contained The said Secretary of State in
Council for himself his successors and assigns Doth
hereby Covenant with the said A B

his

his Heirs personal Representatives and Assigns the
on payment by the said A B
his heirs personal Representatives or Assigns of the said
Sum of
Rupees with
Interest thereon as herein mentioned he the said Secretary
of State in Council his Successors or Assigns will convey
unto the said A B.
his Heirs personal Representatives and Assigns for ever
The said land and Premises Together with all erections
and buildings (if any) thereon erected and built And all
products both above and below the Surface, ways, paths
passages waters watercourses wells fences Ditches
easements profits rights Members and appurtenances
whatsoever to the said land and Premises and every or
any part thereof belonging or appertaining excepting
nevertheless all existing and Customary rights of Govern-
ment and of Proprietors of lands adjoining or lying near
to the said land and Premises purchased as aforesaid
in all existing roads and paths and in Streems of water
running thro or bounding the purchased land and Premises
To be held by the said A B.
his Heirs personal Representatives and Assigns Subject
to the payment of the said Yearly Sum of
Rupees on the 30th day of June in each
year as hereinbefore mentioned And Likewise is
subject to all general Taxes and local rates now
existing or which at any time hereafter may be
imposed by law As also to the observance of the several
Conditions in the said Rules contained And the
said

Said A B.
for himself His Heirs personal Representatives a
Assigns doth hereby Covenant with the Said Secret
of State in Council his Successors and Assigns in
manner following (that is to say) That he the
Said A B.
his Heirs personal Representatives or Assigns will
yearly and every Year for ever hereafter pay on or
before the 30 day of June in each Year the Said Sum
of Rupe
And Likewise will at his and their own Costs
and Charges forthwith erect and at all times hereafte
maintain and keep in good repair permanent bounda
marks round the Land and Premises so purchased
And further that he the Said A B
his Heirs personal Representatives and Assigns sh
on the day of 18 which will be
in the Year 18 pay or cause to be paid to the Said
Secretary of State in Council his Successors or Assigns
the Sum of [c] Rupee
of lawful Money of British India and on the
day of which will be in the Year 18
a like Sum of [c] Rupe
and on the day of which will be in
the Year 18 a like Sum of [c]
Rupees of like lawful Money And also will pay
to the Said Secretary of State in Council his Success

[c] Insert here one third of the balance of purchase Money.

Govt Pleader

2

or Assigns interest at the rate of 6 Rupees Yearly
per Centum on the said balance of the said purchase
Money or Sum of
Rupees or such part thereof as shall from time
time remain unpaid by two Equal half Yearly
payments on the day of and the
day of in each Year Together with
proportional part of like interest until the said ba
shall be fully paid or satisfied or until the said
Secretary of State in Council shall obtain possessi
of the said land and Premises under the provisions
hereinafter contained And it is hereby declared an
agreed by and between the parties hereto That unt
default shall be made by the said A.B.
his Heirs personal Representatives or Assigns in
payment of the said annual Assessment or sum
of
Rupees as
and when the same shall become payable under
the Covenant hereinbefore contained or in payment
the said Instalments or any of them or any part ther
respectively or of the said interest or any part thereo
it shall be lawful for the said A.B.
his Heirs personal Representatives and Assigns
peaceably and quietly to occupy possess and enjoy
the said land and Premises so purchased and receive
and take the rents issues and profits thereof to and
for

for his and their own use and benefit. And the said A B
for himself his Heirs personal Representatives and
Assigns Doth hereby further Covenant with The
Said Secretary of State in Council his Successors and
Assigns in manner following (that is to say) That
in Case he the said A B
his Heirs personal Representatives and Assigns shall
make default in payment of the said instalments or
any or either of them or any part thereof respectively
or in payment of the interest hereinbefore Covenanted
to be paid or any part thereof as and when such instal-
ments and interest shall respectively become due Then
and in Such Case and within one Month after demand
of possession shall have been made on him or them by
or on behalf of The said Secretary of State in Council his
Successors or Assigns he the said A B
his Heirs personal Representatives and Assigns will
deliver to any person authorised by an order passed by the
Governor of Fort Saint George for the time being in Council
to receive the same the quiet and peaceable possession
of the said Land and Premises Together with all
erections and buildings which now are or which at any
time between the date of these Presents and Such
delivery of possession may be erected and built or
standing on the said Land and all improvements
made to the said Land in the mean time And
moreover

Moreover that in the event of such default being
made by the said A B.
his Heirs personal Representatives and Assigns or in
Case of the breach or non performance of any of the
Covenants and agreements herein Contained on the
part of the said A B.
his Heirs personal Representatives and Assigns it
shall be lawful for the said Secretary of State in
Council his Successors or Assigns at any time thereaf
ter into and upon the said Land and Premises or any part
thereof in the name of the whole to re-enter and the same
to have again, repossess and enjoy as in his and their
former Estate anything hereinbefore Contained to the
Contrary notwithstanding. And further that in
Case he the said A B.
his Heirs personal Representatives and Assigns
shall make default in payment of the said annual
Assessment of Rupees
or any part thereof as and when the same shall
become payable under the Covenant hereinbefore
Contained Then and in such Case and so often as the
same shall happen the said Assessment of
Rupees and all arrears thereof
shall and may be treated as arrears of Ryotwary Land
Revenue and may be recovered in the same manner
as Ryotwary Land Revenue is now or at any time hereafter
may be recoverable Provided always and it is
hereby

d This is not quite in accordance with the 14th Rule - If Govt wish to retain the right to resell at the Expence and risk of the Purchaser this Draft Can be made to agree with the Rule by an additional Covenant by the Purchaser to pay the Govt Charges

hereby declared and agreed by and between the parties
hereto that the said A B
his Heirs personal Representatives and Assigns
at any time be at liberty to redeem such annual
assessment by payment to the said Secretary of St
in Council his Successors or Assigns of the sum
of Rupees of lawful
Money of British India and that immediately
after such payment the Land and Premises hereby
conveyed shall be forever free from all Demand for
Land Revenue And it is further declared and agreed by
and between the parties hereto that no transfer or
Conveyance of the said Land and Premises or of any
part thereof shall be recognized by any Civil Court
or by any Revenue Revenue Officer of Government
unless the Deed transferring or conveying such Land shall
be duly registered in the Office of the Collector of the District
wherein the Land is Situated. In witness whereof the
Honorable The Governor in Council of Fort Saint George
in Council on behalf of the said Secretary of State in Council
hath hereunto affixed the Seal of
And the said A B
hath set his and seal the day and year first above written

The

E
If with this provision
then be made by
Legislative Enactment
it be omitted from this
Deed.
C.S.
Govt Pleader.

What seal is it? see
attestation below the
two must agree.
C.S.
Govt Pleader.

The Schedule to which the above written Indenture refe

District	Talaq	Village	Name if any	Boundaries	Extent

The Seal of the Right Honorable the Secretary of State for India in Council was hereunto affixed by the Honorable the Governor of Fort Saint George in Council in the presence of _____

Signed Sealed and delivered by the above named AB at in the East Indies in the presence of

Received from the above named A.B. the sum of Rupees being the consideration Money above mentioned to have been by him paid | Rupees

No. 4.

F

This Indenture made the day of
18 Between The Right Honorable
The Secretary of State for India in Council of the one
part And /AB/
of in the District
of
/a/ of the other part

a Add the Purchaser's Trade or occupation, or other description. C.S. Govt. Pleader

Whereas by an Indenture bearing date the day of 18 and made between The said Secretary of State of the one part and the said AB/ of the other part The said Secretary of State for the Considerations therein mentioned did sell alien and convey unto the said /AB/ his Heirs personal Representatives and Assigns for ever the piece or parcel of land containing
/b/ British Statute Acres situated in the Village of in the Taluq of in the Collectorate of bounded as in the Schedule thereunder written mentioned and delineated in the Map or plan thereunto annexed with the appurtenances subject to the payment by the said AB his Heirs personal Representatives and Assigns of the Annual Assessment or sum of Rupees And to the payment of all

b See Note b in the Draft D, and take care the Correspondence with that. C.S. Govt. Pleader

E

Dated 18

The Right Honorable
The Secretary of State for
India in Council

—with—

Purchaser

Conveyance to convey land in the Village of in the Collectorate of on Payment of

all general Taxes and local Rates then Existing or which
at any time thereafter might be imposed by Law And
also to the Several Exceptions Covenants and Conditions
therein Contained And in and by such Recitals
Indenture it was declared and agreed that the said
AB his Heirs Personal Representatives
and Assigns should be at liberty to Redeem such
Annual Assessment by payment to the said Secretary
of State in Council his Successors or Assigns of the sum
of Rupees and that immediately
thereafter the said Land and Premises should be
for ever free from all demand for Land Revenue &c
Whereas the said (AB)
under the said Provision hath paid into the ~~Bank of~~ Treasury
of the said ~~Madras~~ to the Credit of Her Majesty's Government of
India the said Sum of Rupees and
hath requested that the said (AB)
and the said Land may be declared to be for ever
hereafter absolutely freed and discharged from the
payment of the said Sum of Rupees
and all Land Revenue and be and Continue as free
hold Now this Indenture Witnesseth that in
pursuance of the said Provision and in Consideration
of the said Sum of Rupees so paid
by the said (AB) as herein
before mentioned (The receipt whereof is hereby
acknowledged

acknowledged) The said Secretary of State in Council
Doth Remise release and for ever quit claim unto the
said [AB] his Heirs personal Repre
=sentatives and Assigns The said annual Assessment
or Sum of Rupees And further Doth
declare that the said Land and Premises may for
ever be held as freehold freely and absolutely enfranchis
Exonerated acquitted and discharged by these pres
from all Demand on the part of Her Majesty for o
an account of Quit Rent Assessment Land tax Sather
Land Revenue Provided always and it is hereb
declared and agreed by and between the Parties he
that in all other respects the said Land and Premis
shall be subject to the several Exceptions reservat
Covenants and Conditions in the hereinbefore in part
recited Indenture contained In Witness whereof th
Honorable The Governor of Fort St. George in Counc
on behalf of the said Secretary of State in Council ha
hereunto affixed the [C] Seal of

[C] what Seal is it? see attestation below the two must agree
Gov. Pleader

And the said [AB]
hath set his hand and Seal the —— day and
year first above written.

The

The Seal of the Right Honorable the Secretary of State for India in Council Was hereunto affixed by the Honorable the Governor of Fort St. George in Council in the Presence of

Signed Sealed and delivered by the above named [illegible] at in the East Indies in the Presence of

Received from the above named [illegible] the Sum of Rupees being the Consideration Money above mentioned to have been by him paid Rupees

Witness

F Z

Dated 18

The Right Honorable The Secretary of State for India in Council

—with—

Rev 261/63

Draft

Enfranchisement of Acres of land

in the Village of
in the Collectorate of

6

L. No. 329 of 1863

the premises specified
in the Deed of Transfer
and for fulfilling all
terms the Rules of Record
and the Covenants &
Stipulations to be observed
and performed by
the Grantee and
his Heirs.

III: And if the premises
shall remain during the space
of five years in order to obtain
a Grant for the Land
Hereby agreed to be granted
the Grantee his Heirs
Executors Administrators and
Assigns shall and will
duly cultivate and improve
the said Land by
Tillage Pasturage or
Planting with Trees
Vines Olives Mulberries
Cotton Sugar Canes
Indigo Ginger Tobacco
Rice Coffee Cocoa Nuts
Pimento or Spices
Ginseng Flax Hemp
Silk Worms Seed &
Cochineal Plants
Roots or Grain
of any kind or
Description whatsoever
Such shares as the Governor
for the time being
shall think proper
and direct in proportion
to the Quantity of
Land hereby granted
and shall and will
Build on the said
Land one Dwelling
House at least
Twenty Feet square
in the Clear
with Brick Stone
or Wood and
Shingle and
Glass Windows
and shall and will
Inclose and Fence
in the said Land
with a Post and
Rail Fence at least
Five Feet high
and keep the same
so Inclosed and
Fenced during the
Space of Five Years
from the Date
hereof

IV: And it is
hereby Declared
and Agreed by
and between the
said Parties to
these Presents
that if the
Grantee his Heirs
Executors Administrators
or Assigns shall
not within the
Space of Five
Years from the
Date hereof
Build and Inclose
and Fence in
and Cultivate
and Improve
the said Land
in manner
aforesaid
then and in
such case
the Grant
hereby made
shall be
Void and of
no Effect
and the
Land hereby
granted
shall
revert
to the
Crown
and be
at the
Disposal
of the
Governor
for the
time being
as if
no Grant
had been
made
thereof

Provided
always
and it is
hereby
Declared
and Agreed
by and
between
the said
Parties
to these
Presents
that if
the Grantee
his Heirs
Executors
Administrators
or Assigns
shall
within
the Space
of Two
Years
from the
Date
hereof
Build
and Inclose
and Fence
in and
Cultivate
and Improve
the said
Land
in manner
aforesaid
and shall
produce
to the
Governor
for the
time being
a Certificate
thereof
under the
Hands
of Two
Persons
to be
appointed
by the
Governor
for the
time being
for that
purpose
then and
in such
case the
Grantee
his Heirs
Executors
Administrators
or Assigns
shall
and may
have
and
receive
a Grant
for the
said
Land
upon
the
Terms
and
Conditions
herein
before
mentioned
and
expressed
and
shall
pay
the
Fees
usually
paid
for
Grants
of
Land
and
shall
have
Thirty
Days
from
the
Date
of
such
Certificate
to
pay
the
Fees
only
for
the
Grant
of
the
said
Land
and
shall
have
Thirty
Days
more
to
pay
the
Fees
for
the
Seal
and
Patent
and
Enrolment
thereof
and
shall
have
Twelve
Months
more
to
pay
the
Quit
Rents
reserved
by
this
Grant
from
the
Date
of
the
Grant
and
no
longer
Time
or
Indulgence
shall
be
given
for
the
Payment
of
the
same
or
any
Part
thereof
and
in
default
of
Payment
of
the
Fees
for
the
Grant
or
Seal
and
Patent
or
Enrolment
thereof
or
of
the
Quit
Rents
hereby
reserved
or
any
Part
thereof
at
the
Days
and
Times
herein
before
limited
for
the
Payment
thereof
respectively
the
Grant
hereby
made
shall
be
Void
and
of
no
Effect
and
the
Land
hereby
granted
shall
revert
to
the
Crown
and
be
at
the
Disposal
of
the
Governor
for
the
time
being
as
if
no
Grant
had
been
made
thereof

Provided
always
and it is
hereby
Declared
and Agreed
by and
between
the said
Parties
to these
Presents
that if
the Grantee
his Heirs
Executors
Administrators
or Assigns
shall
not
within
the Space
of Two
Years
from the
Date
hereof
produce
to the
Governor
for the
time being
a Certificate
under the
Hands
of Two
Persons
to be
appointed
by the
Governor
for the
time being
for that
purpose
that
Twenty
Pounds
Sterling
Part
thereof
in Value
of Stock
for the
Use
of the
Soldiers
in the
Regiment
Serving
in this
Island
for the
Time being
shall
have
been
duly
paid
into
the
Hands
of the
Receiver
General
of this
Island
for the
Time being
for the
Use
aforesaid
then
and in
such
case
the
Grant
hereby
made
shall
be
Void
and
of
no
Effect
and
the
Land
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of
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Governor
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Years
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Date
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Disposal
of
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Governor
for
the
time
being
as
if
no
Grant
had
been
made
thereof

Provided
always
and it is
hereby
Declared
and Agreed
by and
between
the said
Parties
to these
Presents
that if
the Grantee
his Heirs
Executors
Administrators
or Assigns
shall
not
within
the Space
of Two
Years
from the
Date
hereof
produce
to the
Governor
for the
time being
a Certificate
under the
Hands
of Two
Persons
to be
appointed
by the
Governor
for the
time being
for that
purpose
that
Twenty
Pounds
Sterling
Part
thereof
in Value
of Stock
for the
Use
of the
Soldiers
in the
Regiment
Serving
in this
Island
for the
Time being
shall
have
been
duly
paid
into
the
Hands
of the
Receiver
General
of this
Island
for the
Time being
for the
Use
aforesaid
then
and in
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Grant
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Declared
and Agreed
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the said
Parties
to these
Presents
that if
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his Heirs
Executors
Administrators
or Assigns
shall
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the Space
of Two
Years
from the
Date
hereof
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to the
Governor
for the
time being
a Certificate
under the
Hands
of Two
Persons
to be
appointed
by the
Governor
for the
time being
for that
purpose
that
Twenty
Pounds
Sterling
Part
thereof
in Value
of Stock
for the
Use
of the
Soldiers
in the
Regiment
Serving
in this
Island
for the
Time being
shall
have
been
duly
paid
into
the
Hands
of the
Receiver
General
of this
Island
for the
Time being
for the
Use
aforesaid
then
and in
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Grant
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Void
and
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the
Land
hereby
granted
shall
revert
to
the
Crown
and
be
at
the
Disposal
of
the
Governor
for
the
time
being
as
if
no
Grant
had
been
made
thereof

deposit – his Lords.
grant for payments – 2
the latter of which to be
expended on the land.
the proceeds held
if cause for rejection
his original deposit
& subsequent payments
if any and hereby
have a remedy for
the actual loss sustain
that might be – the
first however should so
fully enforce the rules
of this act not one, the
bona fide character
of the sales shall be lost
and rejected. Purchasers
must satisfy themselves
before hand of the real
value of the lands they
bid for, and must
not be led to believe
that considerations will
be given by Govt. if they
think fit to bid more
than the lands are now

Should this delay in the payment of the money in a great measure be avoided if Patents were issued before the proceeds of land cannot be specified to be carried to a special account, it is only a covenant for re-payment in three years. The former, the purchaser, is only to have the Seal of the State on list of instalments of purchase money & interest thereon. & have the Govt accounts of annual assessment, as in the case of lands held on the Freeholding, the first one December, & the last – The first are not prepared & of a nature since a legislative enactment for the recovery of instalments of purchase money & interest & must be on that account

for alteration
of a clause
or the addition
of the following
words.

Deed A - Beyond the
exception of the condition
of Sobriety & the due
Election of the Knights
Wardens of the said
Order" for "Grand Lodge
Grand Lodges" for
for change.

Deed B. The Sobriety
Clause will be omitted
in this Draft Deed.

Deed C. Instead of
the general stipulation
that the owners shall
observe "the General Con-
stitutions in the said rules
contained" it would
be better to specify them
& any other Special Con-
stitutions or reservations in-

tended to be entered by the Grantee
as the deed of course will
not ratify them - For
instance if a tract of
land is sold in which an
exception of certain
timber on it being pre-
served, that exception
does not necessarily
lapse by redemption
of the reversion - the
orders of Grand Lodge should be
put down in the particular
of the condition & it
be retained, it will
be specially entered
in the deed - The present
Conditions to be entered
in the Deed are those
contained in Rule 20
attached to ~~the~~ Rules
of Grand Lodge
for A.D. 2553, and the
Maintenance of perma-
nent Boundary Marks.
Form D. needs no remark
Form E is analogous to
Form B. The Sobriety clause

Print the Rules.

Form F. Reed. 2s

Remark.

Forms A. B & C

are applicable only

to Lands sold under

the Rules attached to

C.O. Built: No 2553.

Forms D. 2 & 4

are applicable only to

Lands sold on the

Neilpherry Estate, under

G.I. of the same date

No 2554.

To obviate confusion

the latter Rules will

be dated & numbered

differently and the

Forms will be marked

X. Y. Z.

The Form of Ad.

Certificate should be altered

by the Bd should con-

tain two Conditions of

Sale, & present Dispute

a draft of these accompanies these orders.

The Hbl Judiciary Rules are scarcely fully enough to ensure uniformity of practice. They have accordingly been revised by the Bd.

The Bd have not furnished a set adapted to the Neilpherry Hills — The trifling alterations necessary to adapt the Bds draft, have been made by the Bd.

J.D.S

14 Copies to Bd of Rev
with 7 Rights Rules
& 3 Printed Forms. Copies 14

Form of Advertisement.

Notice

Sale of Waste Lands.

Notice is hereby given, that [a lot of
Waste Land, consisting of
acres, situated in Zillah
and bounded as shown at the foot
of this Notice, having been applied
for by] under the Govern
=ment Rules for the sales of unas
=sessed waste, will be put upto
sale by auction to the highest bidder,
above the upset price of Rupees
an acre, on the day of
18 at the Office of the
Collector of

The sale will be made in the manner, and subject to the conditions prescribed by the said Government rules.

A.B.
Collector

the lands here under specified will be put up to auction under the Govt. Rules for the sale of Waste Lands by — No. — / and sold to the highest bidder above the upset prices entered opposite to each lot in the following abstract on the — day of — 186— at —

all parties having claims on the said lands, in connection with the sale as herein notified are hereby required

District	Taluk	Village	Name if any	Boundaries	Extent	Upset price
				(to prefer their claims on or before the day aforesaid to the undersigned —		

A.B.
Collector

Dated

Office of the Collector of District.

Ex. Manship

Secretary

1863 Depart.

Enclosure in a letter from the Secretary to the Board of Revenue to the Secretary to Government R. D. dated 26th January 1863 No.

Rev = 21st/63.

Form of Advertisement.

Form of advertisement

Notice

Districts of _____

Sale of waste Lands.

_____

Notice is hereby

given, that the lands here-

under specified will be

put up, to auction (under

the Government Rules)

for the sale of Waste

Lands (details) _____

and sold to the highest

bidder above the upset

prices

prices entered opposite to each lot in the following ~~schedule~~ on the ——— day of ——— 186 ——— at ———

2d All parties having claims on the said lands, incompatible with the sale as herein notified are hereby required to prefer their claims on or before the day aforesaid to the undersigned.

Schedule of lands to be sold

District	Taluk Village	Name if any	Boundaries	Extent	Upset price

The sale will be made ~~in the manner and~~ subject to the following Conditions ~~prescribed by the said Government rules~~

~~Dated~~ ——— ~~A. B.~~

~~Office of the Collr~~ ~~of~~ ~~District~~ Collector

~~Conditions~~

Conditions of Sale.

1st That the highest bidder above the upset price shall be the purchaser of the premises and if any dispute arise between two or more bidders at the same price, the Premises shall be immediately put up again at the last preceding undisputed bidding and resold.

2nd That the purchaser shall pay the Collector of the District immediately after the lot is knocked down, a deposit of 10 Rupees per centum in part of his purchase money, and sign an Agreement for the payment of the residue to the said Collector within 30 days from the day of

To ———

of sale or - at his (the pur-
=chasers') option in 3 yearly
instalments of equal amount
bearing interest at 6 per
Cent per annum - If the
purchaser elects to pay within
30 days, and if, from any cause
whatever, the purchase shall
not be completed by such day,
or if the Purchaser shall
elect to pay by instalments
and shall neglect for 10 days
to execute a Deed in the form
marked B annexed to the
rules passed by the Honorable
the Governor in Council under
date the —— day of —— 1863
No. —— then and in such
case the purchaser shall
pay to the Collector interest
at the rate of 12 Rupees in
per

per Cent per annum on the
remainder of his purchase
money from the day of sale
until the purchase shall be
completed, or a deed in the
form B be executed, without
prejudice nevertheless, to
the right of resale reserved
by the fifth condition -

3rd That all persons desirous
of becoming purchasers are
to satisfy themselves as to
the identity and correct
description of the property,
and the measurements and
boundaries of the premises,
previous to the sale, as by
having the premises knocked
down to him, the purchaser
thereof shall be held to
have wavied all objections
to

to any mistakes that may afterwards appear to have been made in the description of the Premises as well as to any other error whatever in the particulars of the property.

4th On payment by the purchaser, of the residue of his purchase money agreeably to the 2d condition, the Honorable the Governor in Council will execute to such purchaser a conveyance of the Premises in the form marked A annexed to the said Rules.

5th That if the purchaser shall neglect or refuse to comply with the above conditions, or any of them, his deposit money shall be forfeited, and retained by Government, and the Govt shall be at liberty to resell the premises either by Public Auction or private Contract, without the necessity of previously tendering a conveyance to the purchaser, and the deficiency, if any, arising from such resale, together with all expences attending it, shall be made good by the purchaser at the present sale, who shall so neglect or refuse, as and for liquidated damages-

Subsidiary

Rules relating to the Sale of waste lands in the Madras Presidency.

1. Collectors shall open and carefully and punctually maintain Registers of tracts reserved from the operation of these Rules as being required for Forest purposes, for grazing or firewood fire-serves, for building sites, or for any other public object. Copies of which entries shall be regularly forwarded to the Board of Revenue. These Registers shall be available for reference by intending purchasers of waste land, on application at the Offices of the Collector or the Board of Revenue. The Conservator of Forests will be consulted by Collectors in regard to forest tracts which it may be necessary to reserve, and the orders of the Supreme Government on this point (Board's Circular Orders dated 17th December 1862 No. 8207) will be kept carefully in view.

2. Immediately on the receipt of an application for unassessed Waste Land, the Collector shall ascertain whether there is any objection to the sale or whether any special limitation is necessary by reason of the land being required for public purposes.

3. Where no such objections are known to exist, the Collector shall proceed to arrange for the sale in accordance with the prescribed rules

rules.

4. If claims of prior right are asserted within the 30 days notice of sale the sale will be postponed for further enquiry and if the claim be admitted by the Collector he will not proceed with the sale, unless the claim should on further enquiry be rejected by the Special Court, and the application for sale of the land be renewed. If the claim be rejected by the Collector he shall make an immediate report of the case with full particulars and await the orders of Government.

5. The upset price shall be calculated on the whole area of the lot without any deduction on any account whatever. Ordinarily this upset price will be Rupee One as an Acre, but in special cases the Collector, with the sanction of the Board of Revenue, may put a higher upset price on any lot, provided that the upset price of available waste lands shall in no case exceed Rupee an Acre.

6. A separate Register of all sales under the rules shall be kept in the Collectors' Office in English in the following form.

Number of Lot.	Name of Purchasers. (in full)	Taluq and Village in which land situated.	Name and boundaries of lot.	Area of lot	Price of lot	Date of Deed of sale.	Special reservations if any.	Subsequent registered transfers and sums.

The original maps or plans and survey records of all such lands shall be kept in a series corresponding with the number in this register.

7. The Deed of sale shall be drawn up in English in the prescribed form with a vernacular abstract translation attached, the meaning in all doubtful cases being settled by the English text.

8. All sales of waste land and all redemptions made under the Rules in each District shall be reported immediately to the Board of Revenue in such form as the Board may direct, but no sale of waste lands once made by a Collector in conformity with the Rules will be disturbed by any higher executive authority whatever.

9. Every six Months a report shall be furnished by Collectors to Government through the Board of Revenue, of any sums that may have been realized within the previous six Months as purchase money and interest, or by payments in redemption of land revenue.

Secretary

Fort St George

1863 Depart.

Enclosure in a letter from the Secretary to the Board of Revenue to the Secretary to Govt. R.D. dated 26th January 1862 No.

Rev=241/63.

Subsidiary Rules relating to the sale of waste lands in the Madras Presidency.

Collectors in regard to
forest tracts which it
may be desirable or
necessary to
preserve and the orders
of the Supreme Govern-
ment on this point
(Board's Circular order
dated 17 December 1862
No 8207) will be kept
carefully in view.

2 Immediately
on the receipt of an ap-
plication for unassessed
Waste Land, the Collector
shall ascertain ~~without~~
~~delay~~ whether there is
any objection to the sale
or whether any special
limitation is necessary by
reason of the land being
required for public pur-
poses.

3 Where no such
objections are known to
exist, the Collector shall
have the land duly measur-
ed and surveyed without delay
and cause the prescribed
advertisement, carefully
observing

observing Rules 3 and 4.

4 In fixing the up-
-set price Collectors will
bear in mind that the
cost of survey and de-
-marcation is to be included
in it and subsequently
adjusted as explained
in Rule 13.

5 The upset price
shall also be calculated
on the whole area of the
Lot without any deduction
on any account whatever
at the auction the adver-
-tisement with the portion
of scale attached to it should
be produced by the auctioneer
before the bidding commences
and copies of the Rules
should be kept available for
reference.

6 A separate Re-
-gister of all sales under
these rules shall
be kept in the Col-
lector's Office in English
in

in the following form-

Number of lot-	Name of Purchaser (in full)	Taluq & village in which land situated	Name & boundaries of lot-	Area of lot-	Price of lot.	Date & No. of Deed of Sale	Special reservations if any	Subsequent registered transfers or succession.

The original maps or plans and survey records of all such lands shall be kept in a Service corresponding with the number in this register-

7. The Deeds are to be executed in duplicate and after being properly filled up and signed, submitted through the Board for the seal of Government. When returned, one copy is to be delivered to the purchaser and the other carefully preserved by the Collector-

8. The receipts at the foot of the several deeds are to be signed by the Collector-

9. The instructions in the margin of the forms of Deeds attached to the rules must be carefully observed- Blank forms (with instructions) will be forwarded for use-

10. The lots must be consecutively numbered in the order of sale with reference to locality, and the Deeds must bear corresponding numbers-

11. The plans to accompany the deeds must be signed by Collectors and securely attached to the Deeds-

12. Copies of the rules should be supplied to Tahsildars and others for sale to the public at annas per copy-

All

13 All sales of waste land made under the Rules in each District shall be reported immediately to the Board of Revenue -

14 Every expiring month a report shall be furnished by Collectors to Government through the Board of Revenue, of any sums that may have been realized within the previous six months on purchase money and interest -

Order
Erlaubniss N° 316. of
17 Feby/63

C-2 Feby/63 n° 6

15-6-93

14606a

Revenue 1863 Dep.tt.
Pro: of Govt. for February.

No. 246.

Pro: of the Madras Govt.
Dep.tt. 17th February 1863.

Pro. No. 460-468
25-2-62

— 543
27-2-62

— 93-94
5-12-62

— 95-112
7-12-62

2 Enclosures

Draft Deeds to be used in connection with the sale of waste land submitted by the Government Pleader through Revenue Board, with orders thereon

No. 249 & 250

Revenue 245 (9.2.63)

17.2.63

2 Pro. to the Govt. A.D. for info.

Returned with