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MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 478 A. Original ~~Press~~ / Mis.

66 A - 66 B.

Dated 6. 3. 1863.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 6th March 1863.

No. 66A. Read the following letter from W. HUDLESTON, Esq., Secretary to the Board of Revenue, to J. D. SIM, Esq., Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 5th March 1863:—

SIR,

1. In continuation of my letter dated 4th instant, I am directed by the Board to re-submit the Draft Rules and forms for the sale of assessed waste on the Neilgherries, Shervaroys and in the Wainad, which have been also carefully revised, and which the Board would suggest should bear a later date and number than those relating to the unassessed waste to prevent the confusion which their near resemblance may otherwise occasion.

2. The revised rules and forms connected with the redemption of the land tax on existing holdings will follow immediately.

No. 66B. ORDER THEREON, 6th March 1863, No. 478A.

The Draft Rules and forms of Deeds for the sale of Waste Lands on the Neilgherries, submitted by the Board of Revenue with their Secretary's letter of the 5th instant, are generally approved, but will not be issued till the Bill relating to the sale of Waste Lands in India, which is now before the Council of the Governor General for making Laws and Regulations, is passed.

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

RULES

FOR THE SALE OF WASTE LAND ON THE NEILGHERRY HILLS.

Passed by the Honorable the Governor in Council on the 6th March 1863, and Numbered 478A.

I. Waste lands in which no rights of private proprietorship or exclusive occupancy exist and which may not be reserved as hereinafter* provided, may until further notice be sold under the following Rules.

* Rule 18.

II. Applications for land under these rules shall be addressed to the Collector of the Coimbatore District and shall comprise the following particulars:—

(*a*) The estimated area of the land applied for.

(*b*) The situation of the land and its boundaries as accurately as can be stated.

III. No lot shall exceed 500 Acres unless otherwise specially ordered by Government. Within Towns and Villages, the maximum extent of a lot shall be 10 Acres. But any person may apply for several contiguous lots, each not exceeding the above limits.

IV. Every lot shall be compact and shall include no more than one tract of land capable of being surrounded by a ring fence, and when the land touches a public Road or river, the length of the road or water frontage shall not exceed one-half of the depth of the lot.

V. No lot shall be sold until it has been surveyed and durable boundary marks have been erected.

VI. If on receipt of an application under Rule II the Collector has reason to believe that the land applied for is saleable under these Rules, he shall call upon the applicant to deposit with him the estimated cost of surveying the land and of marking it out with durable boundary marks, unless the land is already surveyed and demarcated. The Collector will refund to the depositor any portion of his deposit which may not be actually expended in the survey and demarcation, and the depositor shall pay any deficiency.

VII. If the applicant fails to deposit the sum required under Rule VI within six weeks, from the date of demand, his application shall be null and void.

VIII. On receipt of the deposit required under Rule VI, the Collector shall as soon as possible cause the land applied for to be surveyed and marked out, and shall exclude from the lot all excess which may be found on survey beyond the limits prescribed in Rule III, and shall advertise the lot for sale on a given day, to be fixed so as to admit of the notice required in Rule IX being given.

IX. The advertisement shall be in English and Tamil, and shall specify the locality, extent and boundaries of the lot, the aggregate annual assessment, and the place, time, and conditions of sale. It shall be posted for three clear months on the land itself as well as in the neighbouring villages, in the Offices of the Collector and the Tahsildar of the Talook, and the nearest Police Office. A notification of the intended sale shall also be inserted in the District Gazette. The Collector shall at his discretion fix the time and place of sale and may alter both if necessary, provided that not less than 14 days' notice be publicly given of every such alteration and that no land be sold until it has been advertised, as aforesaid, for three full months.

X. The Collector shall send written notice of the place and time of sale, as also of any alteration under the provisions of Rule IX, to the applicant; but no sale shall be disturbed in consequence of the non-receipt of such notice or delayed in consequence of the non-appearance of the applicant.

XI. An applicant withdrawing his application prior to the sale of the land will be entitled to the refund of so much only of his deposit under Rule VI as may not be expended. If after survey at the request of an applicant, it should prove that the lands are not saleable under these Rules, the applicant must still pay the expense of surveying them; as well as of surveying any excess beyond the limits prescribed in Rule III.

XII. On the withdrawal of an application, it shall be discretional with the Collector to proceed with the sale of the land or not, as he considers best for the public interests.

XIII. The upset price shall in all cases be merely the cost of the survey and of the erection of durable boundary marks. If the original applicant be the purchaser, he shall receive credit for his deposit or payment; otherwise the amount shall be repaid to him at once from the sale proceeds.

XIV. If before the time of sale no claim of private proprietorship or of exclusive occupancy or of any other right incompatible with the sale of the land under these Rules be preferred to the land, the lot shall as advertised be put up to auction and sold to the highest bidder above the upset price subject to an annual assessment, payable on or before the 30th June of each and every year, of 1 Rupee for each Acre of land contained in the lot.

XV. The successful bidder shall, immediately on the sale being declared, pay down 10 per cent. of the price. The residue of the purchase money may at the option of the purchaser be paid in full within thirty days; or in three yearly instalments of equal amount, bearing interest from the day of sale at the rate of 6 per cent. per annum. In the former case, on payment of the residue of the *purchase money, a deed in the form X annexed to these Rules* shall be furnished to the purchaser and possession given. In the latter case the land will remain hypothecated to Government as security for the punctual discharge of the unpaid principal and interest as they fall due, and on default of any such payment the Government may re-enter and re-possess themselves of the land or, at their option, the land may be re-sold at the expense and risk of the defaulter. When the purchaser elects to pay the purchase money by instalments, he shall not receive possession until he has duly executed the Deed marked Y annexed to these Rules. When the conditions of Deed Y have been duly fulfilled, a Deed in the form X will be issued in lieu of it.

XVI. The sale shall be conducted under and subject to the following 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 immediately after the lot is knocked down, the purchaser thereof shall pay to the Collector a deposit of 10 Rupees per centum, in part of his purchase money, and intimate to the Collector whether he elects to pay the residue within thirty days, or by three yearly instalments, as provided by the Rules passed by the Honorable the Governor in Council under date the sixth day of March 1863, No. 478A and shall at the same time sign an acknowledgment in one of the Forms U. or V. (as the case may require) annexed to the said Rules.

(3.) "That if the purchaser shall elect to pay the residue of his purchase money within thirty days he shall within thirty days from the day of sale pay to the said Collector the residue of his purchase money and shall thereupon receive a conveyance of the premises in the form marked X annexed to the said Rules.

(4.) "That if the purchaser shall elect to pay the residue of his purchase money by three yearly instalments, he shall within ten days from the day of sale execute a Deed in the form marked Y annexed to the said Rules.

(5.) "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.

(6.) That if the purchaser elects to pay within thirty days, and if, from any cause whatever, the purchase shall not be completed by the thirtieth day from the day of sale, or if the purchaser shall elect to pay by instalments and shall neglect for ten days from the day of sale to execute a Deed in the form marked Y annexed to the said Rules, then 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 in the one case; or until a Deed in the form Y be executed in the other case; without prejudice nevertheless, to the right of resale reserved by the seventh condition.

(7.) "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."

XVII. If before the time of sale a claim of private proprietorship or of exclusive occupancy or of any other right incompatible with the sale of the land under these Rules shall be preferred to the land or any part of it, the Collector shall postpone the sale of the land until such claim shall be disposed of in due course of Law.

XVIII. Reserves of grazing and forest land, of land for the growth of firewood, for building sites, parks, recreation grounds, and the like, and of land required for other special purposes are not to be sold under these Rules without the express sanction of the Government. A Register of such reserves will be maintained in the Collector's Office, and will be open to inspection by intending applicants at such times and under such Rules as the Collector may prescribe by Notification in the District Gazette.

XIX. The annual assessment on lands sold under these Rules may at any time be redeemed by the owner by payment of a sum equal to 25 times the said annual Assessment and the lands so redeemed shall thereafter be for ever free from all demand on the part of the State on account of Land Revenue. On payment of the redemption money the owner of the land shall be furnished with a Deed in the form Z. annexed to these Rules.

XX. Arrears of annual assessment shall be recoverable in the same manner as arrears of Ryotwary Land Revenue are, or may be recoverable by the Law for the time being in force in the Madras Presidency.

XXI. Lands sold or redeemed under these Rules shall nevertheless continue subject to all general taxes and local rates payable by law or custom.

XXII. The existing and customary rights of Government, of other proprietors and of the public in existing roads and paths and in streams running through or bounding lands sold under these Rules are reserved and in no way affected by the sale of such lands under these Rules.

XXIII. Nothing contained in these Rules shall be held to debar the Government from granting waste land on Puttah, Cowle or otherwise at their discretion as heretofore.

X.

No.

THIS INDENTURE made the (*a*) day of One thousand eight-hundred and sixty (*a*) BETWEEN THE RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the one part and (A. B.) of in the District of , (*b*) 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 sixth day of March 1863, and numbered 478 A the Collector of Coimbatore did on the (*a*) day of One thousand eight hundred and sixty (*a*) 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 (*a*) AND WHEREAS at such sale the said (A. B.) offered the sum of Rupees (*a*) 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 sum of Rupees (*a*) Now THIS INDENTURE WITNESSETH that in consideration of the said sum of Rupees (*a*) so paid by the said (A. B.) (the receipt whereof is hereby acknowledged) The said Secretary of Sate in Council doth sell alien and convey unto the said (A. B.) THE piece or parcel of land containing British Statute Acres (*a*) situated in the village of in the Talook of in the Collectorate of Coimbatore 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, water-courses, 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 through 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 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 of the clear sum of Rupees (*a*) on or before the 30th 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 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 and Assigns will yearly and every year for ever hereafter pay on or before the 30th day of June in each year the said sum of Rupees (*a*) 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 Heirs personal Representatives or Assigns shall make default in payment of the said annual assessment of Rupees (*a*) or any part thereof as and when the same shall become payable under the Covenant herein before contained THEN and in such case and so often

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as the same shall happen the said assessment of Rupees (*a*) 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 of Rupees (*c*) of lawful money of British India and that immediately 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 in Council hath hereunto affixed the Seal of the said Governor in Council And the said (A. B.) hath set his hand and seal the day and year first above written.

The Schedule to which the above written Indenture refers.

District.	Talook.	Village.	Name (if any) and Boundaries.	Extent.	

The Seal of the Honorable the Governor of
Fort Saint George in Council was hereunto
affixed in the presence of

L. S.

Secretary to Government.

Signed Sealed and Delivered by the abovenamed
(A.B.)
at
in the East Indies in the presence of (*d*)

Signature of A. B.

L. S.

Received from the abovenamed A. B.
the sum of Rupees (*a*)
being the consideration money abovementioned to be by him paid.

Rupees (*e*)

WITNESS, (*d*)

Collector of Coimbatore.

(*a*) [illegible] in words.
(*b*) Add the purchaser's trade, or occupation or other description.
(*c*) Enter 25 times the annual assessment, in words.
(*d*) One Witness will suffice. His place of residence, as also his occupation or other description must be written under his name.
(*e*) Enter in figures.

Y.

No.

This Indenture made the (*a*) day of One thousand eight hundred and sixty (*a*) BETWEEN The Right Honorable The Secretary of State for India in Council of the one part And (A. B.) of , in the District of , (*b*) 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 sixth day of March one thousand eight hundred and sixty three and numbered 478 A the Collector of Coimbatore did, on the (*a*) day of one thousand eight hundred and sixty (*a*) offer for sale by public auction The piece or parcel of land containing British Statute Acres (*a*) situated in the village of in the Talook of in the Collectorate of Coimbatore bounded as mentioned in the Schedule hereunder written 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 of the clear sum of Rupees (*f*) on or before the 30th day of June in each year and whereas at such sale the said (A. B.) offered the sum of Rupees (*l*) 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 (*a*) being the amount of deposit at the rate of ten Rupees per cent. on the said purchase money as required by the said Rules, and under the provision contained in those rules has elected to pay the balance of such purchase money amounting to the sum of Rupees (*c*) in three yearly instalments of Rupees (*d*) each with interest on such balance or on such part thereof as shall from time to time remain unliquidated at the rate of six Rupees per cent. per annum Now this indenture witnesseth that in consideration of the said sum of Rupees (*e*) 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 him, self his Successors and Assigns Doth hereby Covenant with the said (A. B.) his Heirs, personal Representatives and Assigns, that on payment by the said (A. B) his Heirs personal Representatives or Assigns of the said sum of Rupees (*c*) 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, water courses, 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 Government 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 streams of water running through 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 (*f*) on the 30th day of June in each year as hereinbefore mentioned, AND likewise subject to all general taxes and local rates now existing or which at any time hereafter may be imposed by law AND to the observance of the several conditions in the said rules 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 in manner following (that is to say) that he the said (A. B.) his Heirs personal Representatives and Assigns will yearly and every year for ever hereafter pay on or before the 30th day of June in each year the said sum of Rupees (*f*) 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 so purchased and further that he the said (A. B.) his Heirs, personal Representatives and Assigns will on the (*g*) day of (*g*) which will be in the year one thousand eight hundred and sixty (*g*) pay or cause to be paid to the said Secretary of State in Council his Successors or Assigns the sum of Rupees (*d*) of lawful money of British India and on the (*h*) day of (*h*) which will be in the year one thousand eight hundred and sixty (*h*) a like sum of Rupees (*d*) and on the (*i*) day of (*i*) which will be in the year one thousand eight hundred and sixty (*i*) a like sum of Rupees (*d*) of like lawful money and also will pay to the said Secretary of State in Council his Successors or Assigns interest at the rate of six Rupees per cent. per annum on the said balance of the said purchase money or sum of Rupees (*e*) or on such part thereof as shall from time to time remain unpaid by two equal half yearly payments on the (*j*) day of (*j*) and the (*k*) day of (*k*) in each year together with a proportionate part of like interest until the said balance shall be fully paid or satisfied or until the said Secretary of State in Council shall obtain possession of the said land and premises under the provisions hereinafter contained, And it is hereby declared and agreed by and between the parties hereto that until 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 (*f*) as and when the same shall become payable under the Covenant herein before contained or in payment of the said instalments or any of them or any part thereof respectively or of the said interest or any part thereof 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 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 herein before covenanted to be paid or any part thereof as and when such instalments 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 authorized 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 meantime and 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 thereafter to re-sell the said premises either by public auction or private contract and if on such re-sale the said premises should be sold for a sum less than the said sum of Rupees (*l*) he the said (A. B.) his Heirs personal Representatives and Assigns will pay to the said Secretary of State in Council his Successors or Assigns the difference between the sum for which such premises shall be re-sold and the said sum of Rupees (*l*) or it shall be lawful for the said Secretary of State in Council his Successors or Assigns at any time after such default or breach 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 re-possess and enjoy as in his and their former estate any thing herein before contained to the contrary notwithstanding AND FURTHER that in case he the said (A. B.) his Heirs personal Representative and Assigns shall make default in payment of the said annual assessment of Rupees (*f*) 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 (*f*) 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 of Rupees (*m*) of lawful money of British India and that immediately 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 in Council hath hereunto affixed the Seal of the said Governor in Council, and the said (A. B.) hath set his hand and Seal the day and year first above written

The Schedule to which the above written Indenture refers.

District.	Talook.	Village.	Name (if any) and Boundaries.	Extent.

The Seal of the Honorable the Governor of Fort Saint George in Council was hereunto affixed in the presence of

L. S.

Secretary to Government.

Signed, Sealed and Delivered by the abovenamed A. B. at in the East Indies in the presence of (*n*)

Signature of A. B.

L. S.

Received from the abovenamed (A. B.) the sum of Rupees (*a*) being the consideration money abovementioned, to have been by him paid.

Rupees (*o*)

WITNESS, (*n*)

Collector of Coimbatore.

(*a.*) Enter in words.
(*b.*) Add the trade, occupation or other description of the purchaser.
(*c.*) Enter purchase money after deducting the deposit, in words.
(*d.*) Enter one-third of purchase money after deducting the deposit, in words.
(*e.*) Enter the deposit in words.
(*f.*) Enter the assessment in words.
(*g.*) 12 months from date of purchase in words.
(*h.*) 24 months from do. in do.
(*i.*) 36 months from do. in do.
(*j.*) 6 months from day of sale. Enter only the day and month, not the year.
(*k.*) 12 Do. do. do. do.
(*l.*) The sum for which the premises were knocked down, in words.
(*m.*) Twenty-five times the annual assessment, in words.
(*n.*) One witness will suffice. Enter his residence as also his occupation or other description under his name.
(*o.*) Enter in figures.

Z.

No.

THIS INDENTURE made the (*a*) day of One thousand eight hundred and sixty (*a*) BETWEEN THE RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the one part and (A. B.) of in the District of , (*b*) of the other part WHEREAS by an Indenture dated the (*a*) day of One thousand eight hundred and sixty (*a*) and made between the said Secretary of State of the one part and the said (A. B.) of the other part the said Secretary of State for the considerations therein mentioned did sell alien and convey unto the said (A. B.) his Heirs personal Representatives and Assigns for ever the piece or parcel of land containing British Statute Acres (*a*) situated in the village of in the Talook of in the Collectorate of Coimbatore bounded as mentioned in the Schedule thereunder written and delineated in the Map or Plan thereunto annexed with the appurtenances subject to the payment by the said (A. B.) his Heirs personal Representatives and Assigns of the annual assessment or sum of Rupees (*a*) and to the payment of all general taxes and local rates then existing or which at any time thereafter might be imposed by LAW AS ALSO to the several Exceptions, Covenants and Conditions therein contained And in and by such reciting Indenture it was declared and agreed that the said (A. B.) 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 (*a*) and that immediately thereafter the said land and premises should be for ever free from all demand for Land Revenue AND WHEREAS the said (A. B.) under the said provision hath paid into the Treasury of the Collector of to the credit of Her Majesty's Government of India the said sum of Rupees (*a*) and hath requested that the said land may be declared to be for ever hereafter absolutely freed and discharged from the payment of the said sum of Rupees (*a*) and of all Land Revenue payable thereon and that the said land may be likewise declared to be and continue as Freehold Now THIS INDENTURE WITNESSETH that in pursuance of the said provision and in consideration of the said sum of Rupees (*a*) so paid by the said (A. B.) as hereinbefore mentioned (the receipt whereof is hereby acknowledged) the said Secretary of State in Council doth remise, release and for ever quit claim unto the said (A. B.) his Heirs personal Representatives and Assigns the said annual assessment or sum of Rupees (*a*)

AND FURTHER Doth declare that the said land and premises may for ever be held as Freehold fully and absolutely enfranchised, exonerated, acquitted and discharged by these Presents from all demand on the part of Her Majesty for or on account of Quit-rent, Assessment, Land Tax or other Land Revenue PROVIDED always and it is hereby declared and agreed by and between the parties hereto that in all other respects the said land and premises shall be subject to the several Exceptions, Reservations, Covenants and Conditions in the hereinbefore in part recited Indenture contained 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 the said Governor in Council AND the said (A. B.) hath set his hand and seal the day and year first above written.

The Seal of the Honorable the Governor of Fort Saint George in Council was hereunto affixed in the presence of

L. S.

Secretary to Government.

Signed, Sealed and Delivered by the abovenamed (A. B.)
at
in the East Indies in the presence of (c)

Signature of A. B.

L. S.

Received from the abovenamed (A. B.)
the sum of Rupees (a)
being the consideration money abovementioned to have been by him paid

Rupees (d)

WITNESS, (c)

Collector of Coimbatore.

(a) Enter in words.
(b) Enter the trade, occupation or other description of the purchaser.
(c) One witness will suffice. Enter his trade, occupation or other description.
(d) Enter in figures.

(FORM)

U.

I (A. B.)
of

do hereby acknowledge that I attended at the sale mentioned in the annexed* Notice dated the (a) day of 186 , No. , and that I bid for the premises therein specified and distinguished as lot No. , the sum of Rupees (a)

and that I was declared the purchaser thereof at that price under and subject to the conditions of sale set out in the said Notice. I have paid to the Collector of
the sum of Rupees (a)
being a deposit of ten Rupees per cent. in part of my purchase money and I elect to pay the residue thereof within thirty days from this day. Dated the (a) day of one thousand eight hundred and sixty (a).

WITNESS, (b) Signature of A. B.

(FORM)

V.

I (A. B.)
of

do hereby acknowledge that I attended at the sale mentioned in the annexed* Notice dated the (a) day of 186 , No. , and that I bid for the premises therein specified and distinguished as lot No. , the sum of Rupees (a)

and that I was declared the purchaser thereof at that price under and subject to the conditions of sale set out in the said Notice. I have paid to the Collector of
the sum of Rupees (a)
being a deposit of ten Rupees per cent. in part of my purchase money and I elect to pay the residue thereof in three yearly instalments of Rupees (a)

each, with interest thereon at the rate of six Rupees per cent. per annum as prescribed by the rules passed by the Honorable the Governor in Council on the sixth March 1863 and numbered 478A, Dated the (a) day of one thousand eight hundred and sixty (a).

WITNESS, (b) Signature of A. B.

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* Be careful to annex a copy of the Notice, signed by the purchaser and Collector, to the Forms U. and V.
(a) Enter in words.
(b) The place of residence as also the occupation or other description of the Witness must be written under his name.

(FORM)

W.

(FORM OF ADVERTISEMENT.)

NOTICE No.————

District of Coimbatore.

SALE OF WASTE LANDS.

1. Notice is hereby given, that the lands hereunder specified will be put up to auction at (under the Government Rules for the sale of waste lands dated 6th March 1863, No. 478A,) and sold subject to annual payment of the assessment specified below to the highest bidder above the upset price or prices enumerated in the following Schedule at o'clock on the day of 186

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.	No. of Lot.	Name (if any) and Boundaries	Extent.	Upset price.	Annual assessment.

The sale will be made 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 re-sold.

(2.) "That immediately after the lot is knocked down, the purchaser thereof shall pay to the Collector a deposit of 10 Rupees per centum, in part of his purchase money, and intimate to the Collector whether he elects to pay the residue within thirty days, or by three yearly instalments, as provided by the Rules passed by the Honorable the Governor in Council under date the sixth day of March 1863, No. 478A and shall at the same time sign an acknowledgment in one of the Forms U. or V. (as the case may require) annexed to the said Rules.

(3.) "That if the purchaser shall elect to pay the residue of his purchase money within thirty days he shall within thirty days from the day of sale pay to the said Collector the residue of his purchase money and shall thereupon receive a conveyance of the premises in the form marked X annexed to the said Rules.

(4.) "That if the purchaser shall elect to pay the residue of his purchase money by three yearly instalments he shall within ten days from the day of sale execute a Deed in the form marked Y annexed to the said Rules.

(5.) "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.

(6.) "That if the purchaser elects to pay within thirty days, and if, from any cause whatever, the purchase shall not be completed by the thirtieth day from the day of sale, or if the purchaser shall elect to pay by instalments and shall neglect for ten days from the day of sale to execute a Deed in the form marked Y annexed to the said Rules, then 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 in the one case; or until a Deed in the Form Y be executed in the other case; without prejudice nevertheless, to the right of resale reserved by the seventh condition.

(7.) "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."

Dated

Collector of Coimbatore.

ACT No. XXIII OF 1863.

An Act to provide for the adjudication of claims to Waste Lands.

Preamble.

Whereas it is expedient to make special provision for the speedy adjudication of claims which may be preferred to waste lands proposed to be sold or otherwise dealt with on account of Government, and of objections taken to the sale or other disposition of such lands; It is enacted as follows :—

Provision for enquiry into claims to land or objections to sale of same.

I. When any claim shall be preferred to any waste land proposed to be sold or otherwise dealt with on account of Government, or when any objection shall be taken to the sale or other disposition of such land, the Collector of the District in which such land is situate, or other Officer performing the duties of a Collector of land Revenue in such District, by whatever name his Office is designated, shall, if the claim or objection be preferred within the period mentioned in the advertisement to be issued for the sale or other disposition of such land which period shall not be less than three months, proceed to make an enquiry into the claim or objection.

Procedure in such cases.

II. The Collector or other Officer as aforesaid shall call upon the claimant or objector to produce any evidence or documents upon which he may rely in proof of his claim or objection, and after considering the same and making any further enquiry that may appear proper, shall dispose of the case by an order for the admission or rejection of the claim or objection, and if the land is proposed to be sold, for the sale of the same subject to any condition or reservation which to such Collector or other Officer as aforesaid shall appear to be proper. If the land is ordered to be sold subject to any condition or reservation, such condition or reservation shall be notified to intending purchasers at the time of sale.

Pending enquiry, sale, &c., to be postponed.

III. Pending an enquiry into any claim or objection under the last preceding Section, the Collector or other Officer as aforesaid shall postpone the sale or other disposition of the land, and if he shall order that such claim or objection be rejected, he shall further postpone the sale or other disposition of the land to allow the claimant or objector to contest the order of rejection in the manner hereinafter provided.

Sale to be stopped if claim appear to be established, but may afterwards be proceeded with.

IV. If the Collector or other Officer as aforesaid shall consider the claim or objection to be established, and that the sale or other disposition of the land should not take place, he shall stop the sale or other disposition of the land; but such sale or other disposition of the land may afterwards be proceeded with if, on an order issued by the local Government to try the claim or objection as provided in Section VI of this Act, the claimant or objector shall fail to establish the same.

Procedure after passing of order in the case.

V. If the Collector or other Officer aforesaid shall order that the claim or objection be rejected, or that the land be sold subject to any condition or reservation, or that it be otherwise dealt with, he shall cause a copy of such order to be delivered to the claimant or objector, and if such claimant or objector shall not within one week from the delivery of such copy, or within such further time as the Collector or other Officer as aforesaid for any special reason to be recorded shall see fit to grant, give notice in writing to such Collector or other Officer as aforesaid that he intends to contest such order, the order shall be final. If the claimant or objector shall, within the time allowed, give such notice, the Collector or other Officer as aforesaid shall immediately make a report to the Board of Revenue or other superior Revenue Authority, and shall forward with such Report a copy of his order, stating fully all the circumstances of the case and the evidence adduced in support or otherwise of the claim or objection, and such Board or other Authority, on the receipt of such Report, and after calling for any further information which it may consider necessary, may confirm, modify, or reverse the order of the Collector or other Officer as aforesaid. If the Board or other Authority as aforesaid confirm the order of the Collector or other Officer as aforesaid, or modify such order in such manner as to leave any part of such order in force adverse to the claimant or objector, the Collector or other Officer as aforesaid shall certify such order to the Court constituted as hereinafter provided, and such Court shall forthwith give notice to the claimant or objector, and if such claimant or objector shall not, within thirty days from the delivery of such notice from the Court, institute a suit in such Court to establish his claim or objection, the order of the Board or other Authority aforesaid shall be final.

Report to Revenue Board.

Decision of Board.

Local Government may, within twelve months, order suit to be brought to try claim admitted by Collector.

VI. The Local Government may, within twelve months after the date on which the claim of any claimant of waste land, or the objection of any objector as aforesaid, shall have been admitted under this Act by the Collector or other Officer as aforesaid, direct a suit to be brought to try the claim or objection of the claimant or objector, in a Court constituted as hereinafter provided.

Special Court for trying claims.

VII. For the investigation and trial of claims under this Act, the Local Government shall constitute, in every District in which there may be any waste lands capable of being sold or otherwise dealt with on account of Government, a Court consisting of an uneven number of persons not less than three, of whom the Judge of the District, or the Officer presiding in the principal Civil Court of original Jurisdiction in the District by whatever name his office may be designated, shall be one. Any one or more of the Members of which such Court shall consist, shall have power to make all such orders in the case as may be necessary prior to the hearing of the suit. Provided that, whenever the Collector or other Officer by whom the original enquiry was held is the Officer presiding in the principal Civil Court of original Jurisdiction in the District, such Officer shall not be a Member of such Court.

Notice of constitution of Special Courts. Claims not cognizable in other Courts.

VIII. Whenever any Court is constituted under this Act, notice thereof shall be given by a written proclamation, copies of which shall be affixed in the several Courts, and in the Offices of the several Collectors and Magistrates of the District, and from the date of the issue of such proclamation no other Court shall be competent to entertain any claim or objection belonging to the class of claims or objections for the trial and determination of which such Court is constituted.

Special Courts where to be held.

IX. The Courts constituted under this Act shall be held at such place or places within the limits of their respective jurisdictions as shall be considered most convenient.

Plaintiff and Defendant in suits under Section V.

X. In every suit instituted under Section V of this Act the claimant of the waste land, or objector to the sale or other disposition of such land, shall appear as plaintiff, and the Collector or other Officer aforesaid shall appear as defendant on the part of Government. Either party may appear by

pleader or by agent. Provided that if such other Officer as aforesaid be the presiding Officer of the principal Civil Court of original Jurisdiction in the District, the Local Government shall appoint some other Officer to appear as defendant in the case on its behalf. In any suit ordered to be instituted by the Local Government under Section VI of this Act the Government, by any Officer to be appointed for the purpose, shall appear as plaintiff and the claimant or objector as aforesaid shall appear as defendant.

Proviso.

Plaintiff and Defendant in suits under Section VI.

Proceedings regulated by Civil Procedure Code.

XI. In suits instituted under this Act, except as hereinafter provided, the proceedings shall be regulated, so far as they can be, by the Code of Civil Procedure.

Procedure before hearing of suit.

XII. The Court shall fix a day for the appearance of the parties and for the hearing of the suit, of which due notice shall be given to the parties or their agents, and on the day so fixed the parties or their agents shall bring their witnesses into Court, together with any documents on which they may intend to rely in support of their respective statements. If either party require the assistance of the Court to procure the attendance of a witness on such day, he shall apply to the Court in sufficient time before the day fixed for the hearing of the suit, and the Court shall issue a Subpœna requiring such witness to attend the Court on that day. It shall be competent to the Court to require the personal attendance of the claimant of the waste land or objector as aforesaid on the day fixed for the hearing, or at any subsequent stage of the suit.

Procedure on hearing.

XIII. On the day fixed for the hearing of the suit, or as soon after as may be practicable the Court shall proceed to examine the claimant of the waste land, or the objector, or his agent (when his personal attendance is not required), and the witnesses of the parties, and upon such examination, and after inspecting the documents of the parties, and making any further enquiry that may appear necessary, shall proceed to pass such order in the case as it may consider just and proper.

No Appeal or revision.

XIV. No appeal shall lie from any decision or order passed under this Act, nor shall any such decision or order be open to revision.

Reference of question of law, &c., to High Court, &c.

XV. If, on the trial of any suit under this Act, any question of law, or of usage having the force of law, or the construction of a document affecting the merits of the case shall arise, on which the Court shall entertain reasonable doubts, the Court may, either of its own motion or on the application of any of the parties to the suit, draw up a statement of the case and submit it, with its own opinion, for the opinion of the High Court of Judicature, or of the highest Civil Court of Appeal and revision, in the territory in which the land is situate. Provided that it shall be the duty of every Court held under this Act to make such reference to such High Court, or Court of Appeal, if in any suit under this Act any question shall arise involving any principle of general importance, or the rights of a class.

Such reference obligatory in certain cases.

Court may proceed notwithstanding reference.

XVI. The Court may proceed in the case notwithstanding a reference to the High Court, or other highest Civil Court of Appeal as aforesaid, and may pass an order contingent upon the opinion of the High Court, or other Court as aforesaid on the point referred, but no final order for the sale or other disposition of the land in question in the suit, or for the admission or rejection of any claim or objection which shall be before the Court in such suit, shall be passed until the receipt of the order of the said High Court, or highest Civil Court of Appeal.

Record of cases where to be deposited.

XVII. The record of cases disposed of by Courts constituted under this Act shall be deposited amongst the records of the principal Civil Court of original Jurisdiction in the District in which the property in dispute is situate.

Limitation as to claims to land sold or dealt with.

XVIII. No claim to any land, or to compensation or damages in respect of any land sold or otherwise dealt with on account of Government as waste land, shall be received after the expiration of three years from the date on which such land shall have been delivered by the Government to the purchaser, or otherwise dealt with. If within three years after any lands have been delivered by the Government to the purchaser, or otherwise dealt with, any claimant or objector shall prefer a claim to the land so delivered or otherwise dealt with, or an objection to such sale, or to compensation or damages in respect thereof, in the Court constituted under this Act for the District in which the land is situate, and shall show good and sufficient reason for not having preferred his claim or objection to the Collector or other Officer as aforesaid within the period limited under Section I of this Act, such Court shall file the claim or objection, making the claimant or objector plaintiff, and the Collector of the District or other Officer as aforesaid (with the like provision as aforesaid,

Provisions for such claims if preferred within time.

if such other Officer be the presiding Officer of the principal Civil Court of original Jurisdiction in the District) the defendant in the suit, and the foregoing provisions of this Act shall be applicable to the trial and determination of the suit. The report of the Officer employed to give delivery, or to take possession on the part of Government, of the land sold or otherwise dealt with, shall be conclusive evidence as to the date on which such delivery was made, or possession was taken.

If claim established, possession not to be given, but compensation.

XIX. In any case in which the land has been sold, if the Court shall be of opinion that the claim of the claimant is established, the Court shall not award the claimant possession of the land in dispute, but shall order him to receive from the Government Treasury, by way of compensation, a sum equal to the price at which the land was sold, in addition to the costs of suit.

When land has not been absolutely sold, or has been otherwise dealt with.

XX. If the land shall have been sold subject to any condition or reservation, or shall not have been sold, but shall have been otherwise dealt with on account of the Government, and the Court shall be of opinion that the claim to such land, or the objection of an objector is established, the Court shall award the claimant or objector to receive such sum in respect of his interest in such land as shall be awarded in that behalf under the provisions of Act VI of 1857 *(for the acquisition of lands for public purposes)*, and thereupon the Local Government shall proceed under the said Act to obtain an award of the value of such interest.

Award under the two last Sections to be in full satisfaction.

XXI. An award under any of the provisions of the two last preceding Sections shall be in full satisfaction of the claim of the claimant or objector, and shall bar any future claim on his part in respect to the land in suit resting on the same cause of action, or on a cause of action which existed prior to the date of the sale or other disposition of the land on account of Government.

Government not barred from awarding compensation for land absolutely sold, though claim be not preferred in time

XXII. Nothing in this Act shall be held to prevent the Local Government from awarding to any claimant of waste land sold on account of Government, on proof to the satisfaction of the Local Government of the claim of such claimant (notwithstanding that he may not have preferred his claim either to the Collector or other Officer as aforesaid, or to the proper Court constituted under this Act within the period prescribed by this Act), such amount of compensation for the said land, within the limit as to amount mentioned in Section XIX of this Act, if the land have been sold not subject to any condition or reservation, as to such Local Government may seem proper.

Compensation for land sold subject to condition, if claim proved, though not perferred in time.

XXIII. If the land have been sold subject to any condition or reservation, or have been otherwise disposed of on account of Government, and any claim to such land, or objection to the sale or other disposition of the land shall be proved to the satisfaction of the Local Government, although not preferred to the Collector or other Officer as aforesaid, or to the Court constituted under this Act, within the period prescribed by this Act, the Local Government may award to such claimant or objector such amount as to such Local Government may appear to be the value of the interest of such claimant or objector in such land.

Interpretation.
Number.
Gender.

XXIV. Unless the contrary appears from the context, words importing the singular number shall include the plural number, and words importing the plural number shall include the singular number, and words importing the masculine gender shall include females.

RULES

FOR THE SALE OF WASTE LAND ON THE NEILGHERRY HILLS.

Passed by the Honorable the Governor in Council on the 6th March 1863, and Numbered 478A.

I. Waste lands in which no rights of private proprietorship or exclusive occupancy exist and which may not be reserved as hereinafter* provided, may until further notice be sold under the following Rules.

II. Applications for land under these rules shall be addressed to the Collector of the Coimbatore District and shall comprise the following particulars :—

(*a*) The estimated area of the land applied for.

(*b*) The situation of the land and its boundaries as accurately as can be stated.

III. No lot shall exceed 500 Acres unless otherwise specially ordered by Government. Within the limits of the Stations of Ootacamund, Coonoor and Kotergherry, the maximum extent of a lot shall be 10 Acres. But any person may apply for several contiguous lots, each not exceeding the above limits.

IV. Every lot shall be compact and shall include no more than one tract of land capable of being surrounded by a ring fence, and when the land touches a public Road, the length of the road frontage shall not exceed one-half of the depth of the lot.

V. No lot shall be sold until it has been surveyed and durable boundary marks have been erected.

VI. If on receipt of an application under Rule II the Collector has reason to believe that the land applied for is saleable under these Rules, he shall call upon the applicant to deposit with him the estimated cost of surveying the land and of marking it out with durable boundary marks, unless the land is already surveyed and demarcated. The Collector will refund to the depositor any portion of his deposit which may not be actually expended in the survey and demarcation, and the depositor shall pay any deficiency.

VII. If the applicant fails to deposit the sum required under Rule VI within six weeks, from the date of demand, his application shall be null and void.

VIII. On receipt of the deposit required under Rule VI, the Collector shall as soon as possible cause the land applied for to be surveyed and marked out, and shall exclude from the lot all excess which may be found on survey beyond the limits prescribed in Rule III, and shall advertise the lot for sale on a given day, to be fixed so as to admit of the notice required in Rule IX being given.

IX. The advertisement shall be in English and in Canarese and Tamil, and shall specify the locality, extent and boundaries of the lot, the aggregate annual assessment, and the place, time, and conditions of sale. It shall be posted for three clear months on the land itself as well as in the neighbouring villages, in the Offices of the Collector and the Tahsildar of the Talook, and the nearest Police Office. A notification of the intended sale shall also be inserted in the

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* Rule 16.

District Gazette. The Collector shall at his discretion fix the time and place of sale and may alter both if necessary, provided that not less than 14 days' notice be publicly given of every such alteration and that no land be sold until it has been advertised, as aforesaid, for three full months.

X. The Collector shall send written notice of the place and time of sale, as also of any alteration under the provisions of Rule IX, to the applicant; but no sale shall be disturbed in consequence of the non-receipt of such notice or delayed in consequence of the non-appearance of the applicant.

XI. An applicant withdrawing his application prior to the sale of the land will be entitled to the refund of so much only of his deposit under Rule VI as may not be expended. If after survey at the request of an applicant, it should prove that the lands are not saleable under these Rules, the applicant must still pay the expense of surveying them; as well as of surveying any excess beyond the limits prescribed in Rule III.

XII. On the withdrawal of an application, it shall be discretional with the Collector to proceed with the sale of the land or not, as he considers best for the public interests.

XIII. The upset price shall in all cases be merely the cost of the survey and of the erection of durable boundary marks. If the original applicant be the purchaser, he shall receive credit for his deposit or payment; otherwise the amount shall be repaid to him at once from the sale proceeds.

XIV. If before the time of sale no claim of private proprietorship or of exclusive occupancy or of any other right incompatible with the sale of the land under these Rules be preferred to the land, the lot shall as advertised be put up to auction and sold to the highest bidder above the upset price subject to an annual assessment, payable on or before the 30th June of each and every year, of 2 Rupees for each Acre of Forest land and 1 Rupee for each Acre of land other than forest contained in the lot.

XV. The successful bidder shall, immediately on the sale being declared, pay down 10 per cent. of the price. The residue of the purchase money may at the option of the purchaser be paid in full within thirty days; or in three yearly instalments of equal amount, bearing interest from the day of sale at the rate of 6 per cent. per annum. In the former case, on payment of the residue of the purchase money, a deed in the form X annexed to these Rules shall be furnished to the purchaser and possession given. In the latter case the land will remain hypothecated to Government as security for the punctual discharge of the unpaid principal and interest as they fall due, and on default of any such payment the Government may re-enter and re-possess themselves of the land or, at their option, the land may be re-sold at the expense and risk of the defaulter. When the purchaser elects to pay the purchase money by instalments, he shall not receive possession until he has duly executed the Deed marked Y annexed to these Rules. When the conditions of Deed Y have been duly fulfilled, a Deed in the form X will be issued in lieu of it.

XVI. The sale shall be conducted under and subject to the following 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 immediately after the lot is knocked down, the purchaser thereof shall pay to the Collector a deposit of 10 Rupees per centum, in part of his purchase money, and intimate to the Collector whether he elects to pay the residue within thirty days, or by three yearly instalments, as provided by the Rules passed by the Honorable the Governor in Council under date the sixth day of March 1863, No. 478A and shall at the same time sign an acknowledgment in one of the Forms U. or V. (as the case may require) annexed to the said Rules.

(3.) "That if the purchaser shall elect to pay the residue of his purchase money within thirty days he shall within thirty days from the day of sale pay to the said Collector the residue of his purchase money and shall thereupon receive a conveyance of the premises in the form marked X annexed to the said Rules.

(4.) "That if the purchaser shall elect to pay the residue of his purchase money by three yearly instalments, he shall within ten days from the day of sale execute a Deed in the form marked Y annexed to the said Rules.

(5.) "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.

(6.) That if the purchaser elects to pay within thirty days, and if, from any cause whatever, the purchase shall not be completed by the thirtieth day from the day of sale, or if the purchaser shall elect to pay by instalments and shall neglect for ten days from the day of sale to execute a Deed in the form marked Y annexed to the said Rules, then 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 in the one case; or until a Deed in the form Y be executed in the other case; without prejudice nevertheless, to the right of resale reserved by the seventh condition.

(7.) "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."

XVII. If before the time of sale a claim of private proprietorship or of exclusive occupancy or of any other right incompatible with the sale of the land under these Rules shall be preferred to the land or any part of it, the Collector shall postpone the sale of the land until such claim shall be disposed of in due course of Law.

XVIII. Reserves of grazing and forest land, of land for the growth of firewood, for building sites, parks, recreation grounds, and the like, and of land required for other special purposes are not to be sold under these Rules without the express sanction of the Government. A Register of such reserves will be maintained in the Collector's Office, and will be open to inspection by intending applicants at such times and under such Rules as the Collector may prescribe by Notification in the District Gazette.

XIX. The annual assessment on lands sold under these Rules may at any time be redeemed by the owner by payment of a sum equal to 25 times the said annual Assessment and the lands so redeemed shall thereafter be for ever free from all demand on the part of the State on account of Land Revenue. On payment of the redemption money the owner of the land shall be furnished with a Deed in the form Z. annexed to these Rules.

XX. Arrears of annual assessment shall be recoverable in the same manner as arrears of Ryotwary Land Revenue are, or may be recoverable by the Law for the time being in force in the Madras Presidency.

XXI. Lands sold or redeemed under these Rules shall nevertheless continue subject to all general taxes and local rates payable by law or custom.

XXII. The existing and customary rights of Government, of other proprietors and of the public in existing roads and paths and in streams running through or bounding lands sold under these Rules are reserved and in no way affected by the sale of such lands under these Rules.

XXIII. Nothing contained in these Rules shall be held to debar the Government from granting waste land on Puttah, Cowle or otherwise at their discretion as heretofore.

X.

No.

THIS INDENTURE made the (a) day of One thousand eight-hundred and sixty (a) BETWEEN THE RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the one part and (A. B.) of in the District of , (b) 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 sixth day of March 1863, and numbered 478 A the Collector of Coimbatore did on the (a) day of One thousand eight hundred and sixty (a) 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 (a) AND WHEREAS at such sale the said (A. B.) offered the sum of Rupees (a) 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 sum of Rupees (a) NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rupees (a) so paid by the said (A. B.) (the receipt whereof is hereby acknowledged) The said Secretary of Sate in Council doth sell alien and convey unto the said (A. B.) THE piece or parcel of land containing British Statute Acres (a) situated in the village of in the Talook of in the Collectorate of Coimbatore 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, water-courses, 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 through 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 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 of the clear sum of Rupees (a) on or before the 30th 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 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 and Assigns will yearly and every year for ever hereafter pay on or before the 30th day of June in each year the said sum of Rupees (a) 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 Heirs personal Representatives or Assigns shall make default in payment of the said annual assessment of Rupees (a) or any part thereof as and when the same shall become payable under the Covenant herein before contained THEN and in such case and so often as the same shall happen the said assessment of Rupees (a) 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 of Rupees (c) of lawful money of British India and that immediately 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 in Council hath hereunto affixed the Seal of the said Governor in Council And the said (A. B.) hath set his hand and seal the day and year first above written.

The Schedule to which the above written Indenture refers.

District.	Talook.	Village.	Name (if any) and Boundaries.	Extent.	

The Seal of the Honorable the Governor of
Fort Saint George in Council was hereunto
affixed in the presence of

L. S.

Secretary to Government.

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

Signature of A. B.

L. S.

Received from the abovenamed A. B.
the sum of Rupees (a)
being the consideration money abovementioned to be by him paid.

Rupees (e)

WITNESS, (d)

Collector of Coimbatore.

(a) Enter in words.

(b) Add the purchaser's trade, or occupation or other description.

(c) Enter 25 times the annual assessment, in words.

(d) One Witness will suffice. His place of residence, as also his occupation or other description must be written under his name.

(e) Enter in figures.

Y.

N^O.

This Indenture made the (*a*) day of One thousand eight hundred and sixty (*a*) BETWEEN The Right Honorable The Secretary of State for India in Council of the one part And (A. B.) of in the District of , (*b*) 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 sixth day of March one thousand eight hundred and sixty three and numbered 478 A the Collector of Coimbatore did, on the (*a*) day of one thousand eight hundred and sixty (*a*) offer for sale by public auction The piece or parcel of land containing British Statute Acres (*a*) situated in the village of in the Talook of in the Collectorate of Coimbatore bounded as mentioned in the Schedule hereunder written 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 of the clear sum of Rupees (*f*) on or before the 30th day of June in each year and whereas at such sale the said (A. B.) offered the sum of Rupees (*b*) 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 (*a*) being the amount of deposit at the rate of ten Rupees per cent. on the said purchase money as required by the said Rules, and under the provision contained in those rules has elected to pay the balance of such purchase money amounting to the sum of Rupees (*c*) in three yearly instalments of Rupees (*d*) each with interest on such balance or on such part thereof as shall from time to time remain unliquidated at the rate of six Rupees per cent. per annum Now THIS INDENTURE witnesseth that in consideration of the said sum of Rupees (*c*) 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 him*, self his Successors and Assigns Doth hereby Covenant with the said (A. B.) his Heirs, personal Representatives and Assigns, that on payment by the said (A. B) his Heirs personal Representatives or Assigns of the said sum of Rupees (*c*) 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, water courses, 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 Government 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 streams of water running through 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 (*f*) on the 30th day of June in each year as hereinbefore mentioned, AND likewise subject to all general taxes and local rates now existing or which at any time hereafter may be imposed by law AND to the observance of the several conditions in the said rules 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 in manner following (that is to say) that he the said (A. B.) his Heirs personal Representatives and Assigns will yearly and every year for ever hereafter pay on or before the 30th day of June in each year the said sum of Rupees (*f*) 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 so purchased AND FURTHER that he the said (A. B.) his Heirs, personal Representatives and Assigns will on the (*g*) day of (*g*) which will be in the year one thousand eight hundred and sixty (*g*) pay or cause to be paid to the said Secretary of State in Council his Successors or Assigns the sum of Rupees (*d*) of lawful money of British India and on the (*h*) day of (*h*) which will be in the year one thousand eight hundred and sixty (*h*) a like sum of Rupees (*d*) and on the (*i*) day of (*i*) which will be in the year one thousand eight hundred and sixty (*i*) a like sum of Rupees (*d*) of like lawful money AND also will pay to the said Secretary of State in Council his Successors or Assigns interest at the rate of six Rupees per cent. per annum on the said balance of the said purchase money or sum of Rupees (*c*) or on such part thereof as shall from time to time remain unpaid by two equal half yearly payments on the (*j*) day of (*j*) and the (*k*) day of (*k*) in each year together with a proportionate part of like interest until the said balance shall be fully paid or satisfied or until the said Secretary of State in Council shall obtain possession of the said land and premises under the provisions hereinafter contained, And it is hereby declared and agreed by and between the parties hereto that until 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 (*f*) as and when the same shall become payable under the Covenant herein before contained or in payment of the said instalments or any of them or any part thereof respectively or of the said interest or any part thereof 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 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 herein before covenanted to be paid or any part thereof as and when such instalments 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 authorized 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 meantime AND 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 thereafter to re-sell the said premises either by public auction or private contract and if on such re-sale the said premises should be sold for a sum less than the said sum of Rupees (*l*) he the said (A. B.) his Heirs personal Representatives and Assigns will pay to the said Secretary of State in Council his Successors or Assigns the difference between the sum for which such premises shall be re-sold and the said sum of Rupees (*l*) or it shall be lawful for the said Secretary of State in Council his Successors or Assigns at any time after such default or breach 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 re-possess and enjoy as in his and their former estate any thing herein before contained to the contrary notwithstanding AND FURTHER that in case he the said (A. B.) his Heirs personal Representative and Assigns shall make default in payment of the said annual assessment of Rupees (*f*) 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 (*f*) 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 of Rupees (*m*) of lawful money of British India and that immediately 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 in Council hath hereunto affixed the Seal of the said Governor in Council, and the said (A. B.) hath set his hand and Seal the day and year first above written

The Schedule to which the above written Indenture refers.

District.	Talook.	Village.	Name (if any) and Boundaries.	Extent.

The Seal of the Honorable the Governor of Fort Saint George in Council was hereunto affixed in the presence of

L. S.

Secretary to Government.

Signed, Sealed and Delivered by the abovenamed A. B. at in the East Indies in the presence of (*n*)

Signature of A. B.

L. S.

Received from the abovenamed (A. B.) the sum of Rupees (*a*) being the consideration money abovementioned, to have been by him paid.

Rupees (*o*)

WITNESS, (*n*)

Collector of Coimbatore.

(*a*) Enter in words.
(*b*) Add the trade, occupation or other description of the purchaser.
(*c*.) Enter purchase money after deducting the deposit, in words.
(*d*.) Enter one-third of purchase money after deducting the deposit, in words.
(*e*.) Enter the deposit in words.
(*f*) Enter the assessment in words.
(*g*) 12 months from date of purchase in words.
(*h*) 24 months from do. in do.
(*i*.) 36 months from do. in do.
(*j*) 6 months from day of sale. Enter only the day and month, not the year.
(*k*) 12 Do. do. do. do
(*l*) The sum for which the premises were knocked down, in words.
(*m*.) Twenty five times the annual assessment, in words.
(*n*.) One witness will suffice. Enter his residence as also his occupation or other description under his name.
(*o*.) Enter in figures.

Z.

No.

THIS INDENTURE made the (*a*) day of One thousand eight hundred and sixty (*a*) BETWEEN THE RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the one part and (A. B.) of in the District of , (*b*) of the other part WHEREAS by an Indenture dated the (*a*) day of One thousand eight hundred and sixty (*a*) and made between the said Secretary of State of the one part and the said (A. B.) of the other part the said Secretary of State for the considerations therein mentioned did sell alien and convey unto the said (A. B.) his Heirs personal Representatives and Assigns for ever the piece or parcel of land containing British Statute Acres (*a*) situated in the village of in the Talook of in the Collectorate of Coimbatore bounded as mentioned in the Schedule thereunder written and delineated in the Map or Plan thereunto annexed with the appurtenances subject to the payment by the said (A. B.) his Heirs ~~personal Representatives~~ and Assigns of the annual assessment or sum of Rupees (*a*) and to the payment of all general taxes and local rates then existing or which at any time thereafter might be imposed by Law AS ALSO to the several Exceptions, Covenants and Conditions therein contained And in and by such reciting Indenture it was declared and agreed that the said (A. B.) 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 (*a*) and that immediately thereafter the said land and premises should be for ever free from all demand for Land Revenue AND WHEREAS the said (A. B.) under the said provision hath paid into the Treasury of the Collector of to the credit of Her Majesty's Government of India the said sum of Rupees (*a*) and hath requested that the said land may be declared to be for ever hereafter absolutely freed and discharged from the payment of the said sum of Rupees (*a*) and of all Land Revenue payable thereon and that the said land may be likewise declared to be and continue as Freehold Now THIS INDENTURE WITNESSETH that in pursuance of the said provision and in consideration of the said sum of Rupees (*a*) so paid by the said (A. B.) as hereinbefore mentioned (the receipt whereof is hereby acknowledged) the said Secretary of State in Council doth remise, release and for ever quit claim unto the said (A. B.) his Heirs personal Representatives and Assigns the said annual assessment or sum of Rupees (*a*)

AND FURTHER Doth declare that the said land and premises may for ever be held as Freehold fully and absolutely enfranchised, exonerated, acquitted and discharged by these Presents from all demand on the part of Her Majesty for or on account of Quit-rent, Assessment, Land Tax or other Land Revenue PROVIDED always and it is hereby declared and agreed by and between the parties hereto that in all other respects the said land and premises shall be subject to the several Exceptions, Reservations, Covenants and Conditions in the hereinbefore in part recited Indenture contained 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 the said Governor in Council AND the said (A. B.) hath set his hand and seal the day and year first above written.

L. S.

The Seal of the Honorable the Governor of Fort Saint George in Council was hereunto affixed in the presence of

Secretary to Government.

L. S.

Signed, Sealed and Delivered by the abovenamed (A. B.) at in the East Indies in the presence of (c) } Signature of A. B.

Received from the abovenamed (A. B.) the sum of Rupees (a) being the consideration money abovementioned to have been by him paid } Rupees (d)

WITNESS, (c)

Collector of Coimbatore.

(a) Enter in words.
(b) Enter the trade, occupation or other description of the purchaser.
(c) One witness will suffice. Enter his trade, occupation or other description.
(d) Enter in figures.

(FORM)

U.

I (A.B.)
of
do hereby acknowledge that I attended at the sale mentioned in the annexed* Notice dated the (a) day of 186 , No. , and that I bid for the premises therein specified and distinguished as lot No. , the sum of Rupees (a)

and that I was declared the purchaser thereof at that price under and subject to the conditions of sale set out in the said Notice. I have paid to the Collector of the sum of Rupees (a) being a deposit of ten Rupees per cent. in part of my purchase money and I elect to pay the residue thereof within thirty days from this day. Dated the (a) day of one thousand eight hundred and sixty (a).

WITNESS, (b) Signature of A. B.

(FORM)

V.

I (A. B.)
of
do hereby acknowledge that I attended at the sale mentioned in the annexed* Notice dated the (a) day of 186 , No. , and that I bid for the premises therein specified and distinguished as lot No. , the sum of Rupees (a)

and that I was declared the purchaser thereof at that price under and subject to the conditions of sale set out in the said Notice. I have paid to the Collector of the sum of Rupees (a) being a deposit of ten Rupees per cent. in part of my purchase money and I elect to pay the residue thereof in three yearly instalments of Rupees (a)

each, with interest thereon at the rate of six Rupees per cent. per annum as prescribed by the rules passed by the Honorable the Governor in Council on the sixth March 1863 and numbered 478A, Dated the (a) day of one thousand eight hundred and sixty (a).

WITNESS, (b) Signature of A. B.

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* Be careful to annex a copy of the Notice, signed by the purchaser and Collector, to the Forms U. and V.
(a) Enter in words.
(b) The place of residence as also the occupation or other description of the Witness must be written under his name.

(FORM)

W.

(FORM OF ADVERTISEMENT.)

NOTICE No. ________

District of Coimbatore.

SALE OF WASTE LANDS.

1. NOTICE is hereby given, that the lands hereunder specified will be put up to auction at (under the Government Rules for the sale of waste lands dated 6th March 1863, No. 478A.) and sold subject to annual payment of the assessment specified below to the highest bidder above the upset price or prices enumerated in the following Schedule at o'clock on the day of 186

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.	No. of Lot.	Name (if any) and Boundaries.	Extent.	Upset price.	Annual assessment.

The sale will be made 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 re-sold.

(2.) "That immediately after the lot is knocked down, the purchaser thereof shall pay to the Collector a deposit of 10 Rupees per centum, in part of his purchase money, and intimate to the Collector whether he elects to pay the residue within thirty days, or by three yearly instalments, as provided by the Rules passed by the Honorable the Governor in Council under date the sixth day of March 1863, No. 478A and shall at the same time sign an acknowledgment in one of the Forms U. or V. (as the case may require) annexed to the said Rules.

(3.) "That if the purchaser shall elect to pay the residue of his purchase money within thirty days he shall within thirty days from the day of sale pay to the said Collector the residue of his purchase money and shall thereupon receive a conveyance of the premises in the form marked X annexed to the said Rules.

(4.) "That if the purchaser shall elect to pay the residue of his purchase money by three yearly instalments he shall within ten days from the day of sale execute a Deed in the form marked Y annexed to the said Rules.

(5.) "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.

(6.) "That if the purchaser elects to pay within thirty days, and if, from any cause whatever, the purchase shall not be completed by the thirtieth day from the day of sale, or if the purchaser shall elect to pay by instalments and shall neglect for ten days from the day of sale to execute a Deed in the form marked Y annexed to the said Rules, then 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 in the one case; or until a Deed in the Form Y be executed in the other case; without prejudice nevertheless, to the right of resale reserved by the seventh condition.

(7.) "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."

Dated

Collector of Coimbatore.

ACT No. XXIII OF 1863.

An Act to provide for the adjudication of claims to Waste Lands.

Preamble.

WHEREAS it is expedient to make special provision for the speedy adjudication of claims which may be preferred to waste lands proposed to be sold or otherwise dealt with on account of Government, and of objections taken to the sale or other disposition of such lands; It is enacted as follows:—

Provision for enquiry into claims to land or objections to sale of same.

I. When any claim shall be preferred to any waste land proposed to be sold or otherwise dealt with on account of Government, or when any objection shall be taken to the sale or other disposition of such land, the Collector of the District in which such land is situate, or other Officer performing the duties of a Collector of land Revenue in such District, by whatever name his Office is designated, shall, if the claim or objection be preferred within the period mentioned in the advertisement to be issued for the sale or other disposition of such land which period shall not be less than three months, proceed to make an enquiry into the claim or objection.

Procedure in such cases.

II. The Collector or other Officer as aforesaid shall call upon the claimant or objector to produce any evidence or documents upon which he may rely in proof of his claim or objection, and after considering the same and making any further enquiry that may appear proper, shall dispose of the case by an order for the admission or rejection of the claim or objection, and if the land is proposed to be sold, for the sale of the same subject to any condition or reservation which to such Collector or other Officer as aforesaid shall appear to be proper. If the land is ordered to be sold subject to any condition or reservation, such condition or reservation shall be notified to intending purchasers at the time of sale.

Pending enquiry, sale, &c., to be postponed.

III. Pending an enquiry into any claim or objection under the last preceding Section, the Collector or other Officer as a foresaid shall postpone the sale or other disposition of the land, and if he shall order that such claim or objection be rejected, he shall further postpone the sale or other disposition of the land to allow the claimant or objector to contest the order of rejection in the manner hereinafter provided.

Sale to be stopped if claim appear to be established, but may afterwards be proceeded with.

IV. If the Collector or other Officer as aforesaid shall consider the claim or objection to be established, and that the sale or other disposition of the land should not take place, he shall stop the sale or other disposition of the land; but such sale or other disposition of the land may afterwards be proceeded with if, on an order issued by the local Government to try the claim or objection as provided in Section VI of this Act, the claimant or objector shall fail to establish the same.

Procedure after passing of order in the case.

V. If the Collector or other Officer aforesaid shall order that the claim or objection be rejected, or that the land be sold subject to any condition or reservation, or that it be otherwise dealt with, he shall cause a copy of such order to be delivered to the claimant or objector, and if such claimant or objector shall not within one week from the delivery of such copy, or within such further time as the Collector or other Officer as aforesaid for any special reason to be recorded shall see fit to grant, give notice in writing to such Collector or other Officer as aforesaid that he intends to contest such order, the order shall be final. If the claimant or objector shall, within the time allowed, give such notice, the Collector or other Officer as aforesaid shall immediately make a report to the Board of Revenue or other superior Revenue Authority, and shall forward with such Report a copy of his order, stating fully all the circumstances of the case and the evidence adduced in support or otherwise of the claim or objection, and such Board or other Authority, on the receipt of such Report, and after calling for any further information which it may consider necessary, may confirm, modify, or reverse the order of the Collector or other Officer as aforesaid. If the Board or other Authority as aforesaid confirm the order of the Collector or other Officer as aforesaid, or modify such order in such manner as to leave any part of such order in force adverse to the claimant or objector, the Collector or other Officer as aforesaid shall certify such order to the Court constituted as hereinafter provided, and such Court shall forthwith give notice to the claimant or objector, and if such claimant or objector shall not, within thirty days from the delivery of such notice from the Court institute a suit in such Court to establish his claim or objection, the order of the Board or other Authority aforesaid shall be final.

Report to Revenue Board.

Decision of Board.

Local Government may, within twelve months, order suit to be brought to try claim admitted by Collector.

VI. The Local Government may, within twelve months after the date on which the claim of any claimant of waste land, or the objection of any objector as aforesaid, shall have been admitted under this Act by the Collector or other Officer as aforesaid, direct a suit to be brought to try the claim or objection of the claimant or objector, in a Court constituted as hereinafter provided.

Special Court for trying claims.

VII. For the investigation and trial of claims under this Act, the Local Government shall constitute, in every District in which there may be any waste lands capable of being sold or otherwise dealt with on account of Government, a Court consisting of an uneven number of persons not less than three, of whom the Judge of the District, or the Officer presiding in the principal Civil Court of original Jurisdiction in the District by whatever name his office may be designated, shall be one. Any one or more of the Members of which such Court shall consist, shall have power to make all such orders in the case as may be necessary prior to the hearing of the suit. Provided that, whenever the Collector or other Officer by whom the original enquiry was held is the Officer presiding in the principal Civil Court of original Jurisdiction in the District, such Officer shall not be a Member of such Court.

Notice of constitution of Special Courts. Claims not cognizable in other Courts.

VIII. Whenever any Court is constituted under this Act, notice thereof shall be given by a written proclamation, copies of which shall be affixed in the several Courts, and in the Offices of the several Collectors and Magistrates of the District, and from the date of the issue of such proclamation no other Court shall be competent to entertain any claim or objection belonging to the class of claims or objections for the trial and determination of which such Court is constituted.

Special Courts where to be held.

IX. The Courts constituted under this Act shall be held at such place or places within the limits of their respective jurisdictions as shall be considered most convenient.

Plaintiff and Defendant in suits under Section V.

X. In every suit instituted under Section V of this Act the claimant of the waste land, or objector to the sale or other disposition of such land, shall appear as plaintiff, and the Collector or other Officer aforesaid shall appear as defendant on the part of Government. Either party may appear by pleader or by agent. Provided that if such other Officer as aforesaid be the presiding Officer of the principal Civil Court of original Jurisdiction in the District, the Local Government shall appoint some other Officer to appear as defendant in the case on its behalf. In any suit ordered to be instituted by the Local Government under Section VI of this Act the Government, by any Officer to be appointed for the purpose, shall appear as plaintiff and the claimant or objector as aforesaid shall appear as defendant.

Proviso.

Plaintiff and Defendant in suits under Section VI.

Proceedings regulated by Civil Procedure Code.

XI. In suits instituted under this Act, except as hereinafter provided, the proceedings shall be regulated, so far as they can be, by the Code of Civil Procedure.

Procedure before hearing of suit.

XII. The Court shall fix a day for the appearance of the parties and for the hearing of the suit, of which due notice shall be given to the parties or their agents, and on the day so fixed the parties or their agents shall bring their witnesses into Court, together with any documents on which they may intend to rely in support of their respective statements. If either party require the assistance of the Court to procure the attendance of a witness on such day, he shall apply to the Court in sufficient time before the day fixed for the hearing of the suit, and the Court shall issue a Subpœna requiring such witness to attend the Court on that day. It shall be competent to the Court to require the personal attendance of the claimant of the waste land or objector as aforesaid on the day fixed for the hearing, or at any subsequent stage of the suit.

Procedure on hearing.

XIII. On the day fixed for the hearing of the suit, or as soon after as may be practicable the Court shall proceed to examine the claimant of the waste land, or the objector, or his agent (when his personal attendance is not required), and the witnesses of the parties, and upon such examination, and after inspecting the documents of the parties, and making any further enquiry that may appear necessary, shall proceed to pass such order in the case as it may consider just and proper.

No Appeal or revision.

XIV. No appeal shall lie from any decision or order passed under this Act, nor shall any such decision or order be open to revision.

Reference of question of law, &c., to High Court, &c.

XV. If, on the trial of any suit under this Act, any question of law, or of usage having the force of law, or the construction of a document affecting the merits of the case shall arise, on which the Court shall entertain reasonable doubts, the Court may, either of its own motion or on the application of any of the parties to the suit, draw up a statement of the case and submit it, with its own opinion, for the opinion of the High Court of Judicature, or of the highest Civil Court of Appeal and revision, in the territory in which the land is situate. Provided that it shall be the duty of every Court held under this Act to make such reference to such High Court, or Court of Appeal, if in any suit under this Act any question shall arise involving any principle of general importance, or the rights of a class.

Such reference obligatory in certain cases.

Court may proceed notwithstanding reference.

XVI. The Court may proceed in the case notwithstanding a reference to the High Court, or other highest Civil Court of Appeal as aforesaid, and may pass an order contingent upon the opinion of the High Court, or other Court as aforesaid on the point referred, but no final order for the sale or other disposition of the land in question in the suit, or for the admission or rejection of any claim or objection which shall be before the Court in such suit, shall be passed until the receipt of the order of the said High Court, or highest Civil Court of Appeal.

Record of cases where to be deposited.

XVII. The record of cases disposed of by Courts constituted under this Act shall be deposited amongst the records of the principal Civil Court of original Jurisdiction in the District in which the property in dispute is situate.

Limitation as to claims to land sold or dealt with.

XVIII. No claim to any land, or to compensation or damages in respect of any land sold or otherwise dealt with on account of Government as waste land, shall be received after the expiration of three years from the date on which such land shall have been delivered by the Government to the purchaser, or otherwise dealt with. If within three years after any lands have been delivered by the Government to the purchaser, or otherwise dealt with, any claimant or objector shall prefer a claim to the land so delivered or otherwise dealt, with, or an objection to such sale, or to compensation or damages in respect thereof, in the Court constituted under this Act for the District in which the land is situate, and shall show good and sufficient reason for not having preferred his claim or objection to the Collector or other Officer as aforesaid within the period limited under Section I of this Act, such Court shall file the claim or objection, making the claimant or objector plaintiff, and the Collector of the District or other Officer as aforesaid (with the like provision as aforesaid,

Provisions for such claims if preferred within time.

if such other Officer be the presiding Officer of the principal Civil Court of original Jurisdiction in the District) the defendant in the suit, and the foregoing provisions of this Act shall be applicable to the trial and determination of the suit. The report of the Officer employed to give delivery, or to take possession on the part of Government, of the land sold or otherwise dealt with, shall be conclusive evidence as to the date on which such delivery was made, or possession was taken.

If claim established, possession not to be given, but compensation.

XIX. In any case in which the land has been sold, if the Court shall be of opinion that the claim of the claimant is established, the Court shall not award the claimant possession of the land in dispute, but shall order him to receive from the Government Treasury, by way of compensation, a sum equal to the price at which the land was sold, in addition to the costs of suit.

When land has not been absolutely sold, or has been otherwise dealt with.

XX. If the land shall have been sold subject to any condition or reservation, or shall not have been sold, but shall have been otherwise dealt with on account of the Government, and the Court shall be of opinion that the claim to such land, or the objection of an objector is established, the Court shall award the claimant or objector to receive such sum in respect of his interest in such land as shall be awarded in that behalf under the provisions of Act VI of 1857 *(for the acquisition of lands for public purposes)*, and thereupon the Local Government shall proceed under the said Act to obtain an award of the value of such interest.

Award under the two last Sections to be in full satisfaction.

XXI. An award under any of the provisions of the two last preceding Sections shall be in full satisfaction of the claim of the claimant or objector, and shall bar any future claim on his part in respect to the land in suit resting on the same cause of action, or on a cause of action which existed prior to the date of the sale or other disposition of the land on account of Government.

Government not barred from awarding compensation for land absolutely sold, though claim be not preferred in time

XXII. Nothing in this Act shall be held to prevent the Local Government from awarding to any claimant of waste land sold on account of Government, on proof to the satisfaction of the Local Government of the claim of such claimant (notwithstanding that he may not have preferred his claim either to the Collector or other Officer as aforesaid, or to the proper Court constituted under this Act within the period prescribed by this Act), such amount of compensation for the said land, within the limit as to amount mentioned in Section XIX of this Act, if the land have been sold not subject to any condition or reservation, as to such Local Government may seem proper.

Compensation for land sold subject to condition, if claim proved, though not perferred in time.

XXIII. If the land have been sold subject to any condition or reservation, or have been otherwise disposed of on account of Government, and any claim to such land, or objection to the sale or other disposition of the land shall be proved to the satisfaction of the Local Government, although not preferred to the Collector or other Officer as aforesaid, or to the Court constituted under this Act, within the period prescribed by this Act, the Local Government may award to such claimant or objector such amount as to such Local Government may appear to be the value of the interest of such claimant or objector in such land.

Interpretation.
Number.
Gender.

XXIV. Unless the contrary appears from the context, words importing the singular number shall include the plural number, and words importing the plural number shall include the singular number, and words importing the masculine gender shall include females.

Sale Rules for
Waste Lands
on Neilgherries
&c. read

Ext. Revenue
[illegible]

GO 6th March 1863
No 478A

3/178

Revenue Board Office
Madras,
5th March 1863.

No

From
W. Hudleston Esqr
Secretary to the Board of Revenue.

To
J. D. Sim Esqr
Secretary to Government
Revenue Department.

Sir,

In continuation of my letter dated 4th Instant, I am directed by the Board to resubmit the Draft Rules and forms for the sale of assessed waste on the Neilgherries, Shevaroys and in the Wynaad which have been also carefully revised, and which the Board would suggest should bear a later date and number than those relating to the unassessed waste to prevent the confusion which their near resemblance may otherwise occasion.

2. The revised rules and forms connected with the redemption of the Land tax on existing holdings will follow immediately.

Revenue Board Office
Madras,
5th March 1863.

I have the honor to be
Sir,
Your most obedient servant.
W. Hudleston
Secretary.

To
J. D. Sim Esqr
Secretary to Government

Rev. 660 of 63

No. 66A.

Rev.e 1863 Dep.t
Pro: of Govt for March.
No. 659.

From
The Secretary to the
Board of Revenue.

To
The Secretary to
Government
Revenue Depart.

Dated 5th March 1863
Recd 18
Recd 19

To
L.A. No. 478A of 6 March

Re-submitting the
Draft Rules and forms
for the sale of assessed
waste on the Neilgherries,
Shevaroys and in the
Wynad.

Revenue Department

No. 478A

37

19x

Proceedings of the Madras Government
Under date the 6th March 1863

Read the following letter from the Secretary to the Board of Revenue. —

Re-submitting the Draft Rules and forms for the sale of assessed waste on the Neilgherries, Shevaroys and in the Wynad. —

(Here enter 5th March 1863 No.)

The Draft rules and forms of Deeds for the Sale of ~~Assessed~~ waste Lands on the Neilgherries submitted by the Board of Revenue with their Secretary's letter of the 5th Instant are generally approved, but will not general for making La

and Regulations, is

missed

41 Copies To the B of Rev Dept 12

13/7/51

842-69-4

6-12-77

23-10-55 (11-10-57)

1-10-97

29/8/98

Pro of the Bd of Revd 11th July 13

Revenue 1863 Deptt.
Pro: of Govt- for March

No 4/8A

Pro: of the Madras Govt.
Dd 6th March/63.

From W Hutchesson a
[illegible] Commander of the
[illegible]
6 Nov 63 C No 9783 in the [illegible]

Draft Rules and forms of Deeds submitted by the Board of Revenue for the sale of Waste Land on the Neilgherries, approved.

No 66A + 66B –

20-4-91

15-6-93

4-11-09

17-7-11