M.R.O. 14—18,000—27-9-24.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 55 Press ~~Mis.~~

103-09

Dated 1 ~~10~~ 1864

Not to be folded or roughly handled

No. 108. From Captain R. H. BEDDOME, Officiating Conservator of Forests, to J. D. SIM, Esq., Secretary to Government, Revenue Department, Fort Saint George, dated Camp Ootacamund, 21st December 1863, No. 787:—

SIR,

With reference to G. O. No. 1,758 of the 25th September 1863, I have the honor to forward a copy of the Mudumallay lease. As Government are aware almost all the ripe Teak has been already felled, and the chief object in obtaining the lease was to conserve a large quantity of young teak now coming on, and which will be of great value in future years. The jungle timbers will be worked and sold by the Department. As we are working a portion of the Government Wynád Teak forest adjoining the leased forests of Mudumally the same Establishment will continue to be kept up.

(COPY.)

Karar executed by Nilambur Tachara Kacil Tirumelpád, to G. A. Ballard, Esq., Collector of Malabar.

I, on behalf of myself, my heirs and successors, do hereby lease unto you or the representative of Her Majesty's Government in Malabar for the time being, the Mudumallay and other forests belonging to me,* situated in the Nambolakot Amshom of the Wynád Talook on the following conditions:—

* i. e. To my Wettekora Mahan Devasoom (Pagoda).

Boundaries.

(1.) That the forests leased hereby be those lying within the boundaries given below:—

On the east, the western part of Chikalasheti Madaswaram Gudi.

On the south, the northern side of the junction of the Kilakatpoia and Vellampoia rivers.

On the west, the eastern side of the Narathitodu Nullah, lying on the west and north of Cherranaradi and Valianaradi Nullah (hills).

On the north, the southern part of Varraraikat and Kanwai.

Terms of the lease.

(2.) That the lease last for a period of ninety-nine years, from 21st March 1863 to 21st March 1962.

(3.) That a rent of 3,600 Rupees be paid annually during the said term of 99 years by Government to me or to my heirs or successors, and that this sum be given in advance in the first month of each year, and in the event of the land being given up by Government before the expiry of the lease on the ground of their not wishing to work it, or there being no trees in the forests or any other cause, Government shall in accordance with this agreement pay me the full rent for the unexpired term of 99 years.

(4.) That Government shall be at liberty to have the forests worked as they deem proper by their agents for the time being, and to cut down trees 8 inches and upwards in diameter (except Gall-nut Sealing-wax and Panthom (Pitch, trees) now growing or those that may be growing hereafter, during the term of the lease without paying for them any stump fee or other consideration.

(5.) That with the exception of the lands otherwise reserved in this Agreement, Government shall be at liberty to clear and plant with Teak or other valuable trees, all other available lands within the said boundaries adapted for that purpose, and to cut or remove the said planted trees as they deem advisable; and shall cause to be paid to me, or my successors a stump fee of one Rupee for every tree of 8 inches and upwards in diameter which may be cut under this clause. Natural trees below 8 borrels thick that may be cut for the purpose of thinning, or promoting the growth of others, shall not be liable to any charge; but I shall be at liberty to remove such cuttings for my own use provided I do so within three months of notice being given that such felling have been made. I engage that in removing such cuttings no damage shall be caused to the Government property by my people.

(6.) That elephants or other wild beasts causing damage to the forests shall be seized or destroyed if required, and on my paying all reasonable expenses incurred in seizing or destroying any elephants, they are to be made over to me if alive, or their tusks and ivory, if they are killed. The ivory of elephants dying natural death shall also be given to me.

(7.) The Government shall be at liberty to erect buildings required for the management of the forests, but all such buildings as well as all trees cut and not removed and also trees of any description that may be planted and standing shall be made over to me on the expiry of the lease without demanding from me any price or charge for the same.

(8.) That the trees at a distance of eighty yards around Pagodas and Devastanams situated on the land embraced in the lease shall not be cut down, nor shall the place where such build-

ings exist be interfered with. There may be three or four Pagodas, but their number shall not exceed five.

(9) That lands cultivated with Paddy shall not be interfered with by Government, nor shall any objections be raised to the cultivation of the lands adapted for the purpose, such lands not being embraced in the lease.

(10.) That the huts of Maliars and other hill tribes living in different parts of the forests shall not be interfered with in any way tending to subject them to hardship.

(11.) That I reserve to myself the right to collect Honey, Bees-wax, Cardamoms, Gall-nuts Sealing-wax and Panthom (Pitch).

(12.) That if any Coffee cultivation be carried on in the forests by Government or any private party with their consent, a rent on that account, according to the usage of the country, shall be paid to me.

In witness whereof I have of my own accord, and in presence of the undersigned four Witnesses hereunto, set my hand this 5th (20th) day of October 1863 (Kani 1039.)

(Signed) TACHARA KAVIL TIRAMELPAD.

WITNESSES.

(Signed) 1. MAHADEVA PUTTER.
(„) 2. T. KADINGI NEDUNGADI.
(„) 3. N. TASHAMENON.
(„) 4. A. GOVINDA NAIR.

Seal.

(True Copy.)

(Signed) G. A. BALLARD, *Collector.*

(True Copy.)

Deputy Secretary to Government.

Exd, S. T. Augustin,

REVENUE DEPARTMENT.
FORT SAINT GEORGE,
11th January 1864.

No. 55.

No. 109.

From

J. D. SIM, Esq.,
Secretary to the Government of Fort Saint George,

To

COLONEL R. STRACHEY, R. E.,
Secretary to the Government of India, Public Works Department.

SIR,

1. I have the honor, under the orders of the Honorable the Governor in Council, to transmit herewith a copy of the lease of the Múdumallai Forests, as requested in your letter dated 1st September 1863, No. 2,007.

2. I am to add that almost all the ripe Teak has been already felled, and that the chief object in obtaining the lease was to conserve a large quantity of young Teak now coming on and which will be of great value hereafter. The operations in the forests will for the present be confined to the felling and sale of jungle timber. The forest will be worked entirely by the Conservancy Department and not on the license and voucher system.

I have the honor to be,
Sir,
Your most obedient servant,

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

Exd. S. T. Augustin.

Revenue Department.

3

No. 55.

To
Colonel R. Strachey R.E.
Secretary to the Govt. of India
Public Works Dept.

Sir,

I have the honor under the orders of the Honorable the Governor in Council to transmit herewith a copy of the lease of the Midnapallai forests as requested in your letter dated 1st September 1863, No 2,007.

I am to add that almost all the pipe Leak has been already felled, and that

that the chief object in obtaining the lease was to conserve a large quantity of young Teak now coming on and which will be of great value ~~in future~~ hereafter - The operations in the Forests will for the present be confined to the felling such sale of full grown timber - The Forest will be worked entirely by the Conservancy Dept and not on the Licensed Purchase System.

Fort St George
11th January 1861

Revenue/1864 - Dep^tt.
No: of Part for Jany:

No 55.

To The Secretary to the
Govt of India F. D. Dep^t
Dep^t 11th Jany: 1864.

20-4-90

8-5-64
1-10-64

Rec^d No. 315-316
26-9-63

Case of the Madura
Mallai Forests trans:
mitted to the Govern:
ment of India-

No 108 to 109.