MADRAS

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 1778 — Press ~~Mis.~~

339 341

Dated 19 - 7 - 1866.

Not to be folded or roughly handled

No. 339. Read again Proceedings of the Board of Revenue, dated 16th February, and recorded in Proceedings of Government, 23rd March 1866, No. 709.

Read also the following papers :—

From the Government Solicitor.

Reports, with reference to Proceedings of Government, 23rd March 1866, Revenue Department, upon Mr. Rae's application for extension of his holding of land at Sholoor on the Neilgherry Hills for Tea cultivation. } (Here enter 21st May 1866, No: 289.)

No. 340. From H. D. RAE, Esq., to the Acting Secretary to Government, Revenue Department, Fort Saint George, dated Ootacamund, —— June 1866.

1. At the instance of the Collector of Coimbatore, and as required of me by G. O. No. 2,266, dated 23rd October 1862, paragraph 3, I have the honor to request that you will be so kind as to place this application before his Lordship the Right Honorable the Governor in Council for the extra land adjoining my Tea Estate near Sholoor, which has been promised me by Government in the paragraph of the G. O. just quoted, as also in paragraph 7 of G. O. No. 1,422 of the 23rd August 1860, and in paragraph 3 of G. O. No. 245 of the 5th February 1863.

2. When I took up the experimental cultivation of Tea, (on the invitation of His Excellency, the then Governor, Sir C. Trevelyan,) my original application was for 550 Cawnies of land; and, at the same time, I stated that if the Government would grant me 200 Cawnies (240 acres) of it then, and the balance on the same tenure hereafter, on the experiment proving successful, I should be satisfied. This the Government fully conceded in the three G. Os. quoted; and it is for this balance of 350 Cawnies that I beg now to apply. It has been reserved for me by the Collector for some years past, and on my applying to him now to make it over to me, he has requested me to address Government (as per the first G. O. quoted in this letter), with a view to his obtaining the necessary orders on the subject. May I solicit the favor of these orders being given as soon as conveniently practicable; because, with a view to cultivating this extra land, I have already been obliged to entertain a large number of extra coolies for whom I have no work; therefore, as a most particular favor, I beg that on the receipt of this letter, the Government may be so kind as to be pleased to order the Collector to at once grant me possession of ten of the acres he has reserved for me, and the according of which may appear unobjectionable to him; and the balance of it can be conceded by him on the Survey and Title Deeds being made out, the latter to date from the day on which possession of the ten acres may have been accorded by the Collector. Under the new rules the cost of survey and demarcation should be borne by me, these I shall be happy to defray.

3. I need hardly remark on the success that has attended my experiment. A first class prize medal was awarded to my Teas at the late Calcutta Agricultural Exhibition; and not only do my teas command a good both at home and in this country, but I am no longer the only Tea Planter in Southern India. In granting me a tract of land for the then "experimental cultivation of Tea," on a light tenure, with "*the power to extend my holding hereafter on the same terms if I am*

Sic in original.

successful," the object the Government had in view, of giving the upper plateau of the larger hill tracts of Southern India an agricultural value, has been fully attained. My experiment was begun a year before Chinchonas were introduced into India; and for tea cultivation more than a thousand acres have already been taken up on the Neilgherries alone.

P. S.—All particulars connected with my Tea land question will be found in a Memorandum from me in the Private Secretary's Office, No. 25, dated 3rd September 1861. The greater part of it, however, is irrelevant to the present subject.

No. 341. ORDER THEREON, 19th July 1866, No. 1,778.

Land Revenue.

The Collector of Coimbatore will be desired to report as to the success that has attended Mr. Rae's experimental cultivation of Tea at Sholoor.

(True Extract.)

(Signed) W. HUDLESTON,
Acting Secretary to Government.

To the Collector of Coimbatore.
,, the Board of Revenue.

Rxd. S. T. Augustin.

Pencil Extract

No. 289.

Madras May 21st 1866.

From

John Robert Boyson
Government Solicitor - Madras.

To

J. D. Sim Esq.
Secretary to Government, Revenue Depart.
Madras.

Sir,

Dated 23rd March 1866. No. 709. Revenue Department.

1. With reference to the Proceedings of Government noted in the margin, I have the honor to report as follows.

2. In their Proceedings of the 23rd of August 1860. No. 1422, Government (in para 7), was pleased to say "Mr. Rae wishes to have power to extend his holding hereafter on the same terms, if he is successful: this the Government will concede."

3. The grounds upon which, and the considerations for which, Government dealt with Mr. Rae's application for Land as an exceptional case, by taking it out of the operation of the General Rules laid down for the acquisition of Land on the Neilgherry Hills, and granting him the tract at Sholoor upon terms so much more favorable than those which the General Rules contemplated, and upon which applications for Land from the public in general were complied with, were the fact of Tea Planting on the Neilgherries and at that Elevation, being altogether an experiment and an important one for the public interests, — the risk of pecuniary loss to Mr. Rae, which the experiment involved,

involved: and the obligation on the State of furthering an object, which, if successful, would lead to the local production of a valuable article of commerce; and the special consideration for the concession quoted in the last para viz, the extension of Mr. Rae's holding on the same terms as those upon which the immediate grant of the 240 Acres was then sanctioned, was the successful cultivation with Tea of a fair and reasonable portion of such 240 Acres, which Mr. Rae had himself selected as being (with the exception of some small intermediately lying plots of rocky soil,) well suited for the growth of Tea.

4. With a view to providing for such extension of Mr. Rae's holding, I embodied in the draft Lease which I first prepared in 1860 a Covenant by Government in the words following. "That he, the said Secretary of "State in Council of India, his Successors or Assigns will, "at any time after the expiration of the said first Seven "years of the said term hereby Created, at the request costs "and Charges of the said H. D. Rae his Executors, or "Administrators, he and they well and truly observing "and performing the Covenants conditions and Agreements "hereinbefore Contained and on his and their part to be "observed and performed, and paying the said rent "hereby reserved and made payable, demise and Lease "unto the said H. D. Rae, his Executors or Administrators, "such further and other pieces or parcels of land and "premises, not exceeding in the whole Acres of "Grass or Meadow Land, and Acres of Wood or "Forest Land, as the said H. D. Rae his Executors "or Administrators shall or may require for the purpose

of

"of Cultivating and growing Tea, upon the Terms" "and at and under the like rent, Covenants, Agreements" "and declarations as are herein before reserved and" "contained."

5. Upon this Draft of the proposed Lease being submitted to the Board of Revenue for their consideration, they, with reference to the last mentioned Covenant remarked as follows "This must be more dependant on the" "pleasure and ability of Government as to extent. The" "Government do not engage to keep land purposely to meet" "the possible application of Mr. Rae. It is not intended" "that this fresh land shall be held rent free for the first" "Seven years. This will depend on Government."

6. In compliance with the Board's suggestions, I then altered such Covenant so as to read thus: "That he," "the said Secretary of State, in Council of India, his" "Successors or Assigns will, at any time after the expiration" "of the said first Seven years of the said term hereby created," "at the request, costs and Charges of the said H. D. Rae," "his Executors or Administrators, he and they well and truly" "observing and performing the Covenants conditions and" "Agreements hereinbefore contained and on his and their" "part to be observed and performed; and paying the said" "rent hereby reserved and made payable, demise and" "lease unto the said H. D. Rae, his executors or" "administrators, such further and other pieces or parcels" "of land and premises, not exceeding in the whole" "Acres of Grass or Meadow Land and Acres of" "Wood or Forest Land, as the said H. D. Rae his" "Executors or Administrators shall or may require, and" "the said Secretary of State for India in Council his"

Successors

"Successors or Assigns shall then be willing and have it "
"in his or their power or be able to demise and lease to the "
"said H. D. Rae his Executors or Administrators for the "
"purpose of cultivating and growing Tea upon the terms and "
"at and under the like rent, Covenants Agreements and "
"declarations as are hereinbefore reserved and contained "
"in respect of the said premises hereby demised, from and "
"after the expiration of the said first Seven years of the said "
"term of 999 years hereby created." The alterations so
made in accordance with the Board's views, are above
underlined.-

7. A Draft of the proposed Lease as altered in the above respect was afterwards submitted for Mr. Rae's perusal and approval.-

8. To some of the provisions of this draft Mr. Rae took exception; but he did not, at that time, object to the form of the above quoted provision for the extension of his holding (see Proceedings of Government 23rd July 1861. No. 1170).

9. In their Proceedings of 5th October 1861 No. 1933A, Government, in reviewing previous arrangements, say: "Mr. Rae was to devote it to Tea Cultivation for fifteen "years; he was to have the privilege of redeeming the "assessment at any time on payment of the regulated "price, viz, twenty times its Annual amount and he "was promised an extension of his holding on the same "terms, if his experiment proved successful."

10. In Proceedings of 23rd October 1862, No. 2266, to which I would beg especial attention, Government, after defining de novo and in modification of all previous orders, the terms upon which Mr. Rae should be offered a

Grant

Grant of the Land at Sholoor, remarked (in para 3) as follows. "In their Order of 23rd August 1860 Revenue "Department. No. 1422, paragraph 7, the Government "acceded to the request of Mr. Rae that he should be "allowed to extend his holding at Sholoor on the same "terms, if successful. The success of Mr. Rae's experiment "has not yet been established,- when it has been, he "may again address Government. Meanwhile the Collector "will be instructed not to grant or sell Government land "adjoining Mr. Rae's Tea Plantation at Sholoor without "express Orders. The promise of Government applies only "to land at Sholoor,- and none can be given on these terms "elsewhere." A copy of these Proceedings was sent to Mr. Rae, who, on the 8th of December 1862, addressed Government at some length with especial reference to para 3 of the Proceedings of Government last quoted.-

11. Government, when disposing of Mr. Rae's letter of 8th December 1862 and the Remonstrances contained in it, by their Proceedings of 5th February 1863. No. 245, stated as follows.-

"1. In this letter, Mr. Rae of Sholoor signifies his willingness "to accept the Title Deed offered to him in the Proceedings "of Government 23rd October 1862 No. 2266,- but demurs "to that part of the order (paragraph 3) which informs "him that the promised extension of his holding is to be "in the Sholoor Valley and not elsewhere."

"2. The letter will be communicated to the Government "Solicitor, with instructions to forward the Deed to the "Collector of Coimbatore, without delay for execution by Mr. "Rae, who still holds the land at Sholoor without any"

Title

"Title Deed."

3. The Government seems necessity for entering at present on the question of a further Grant of land, unless Mr. Rae points out any, adjoining his present lot, which he wishes to have, in consequence of a portion of the latter proving, as alleged by him, unfit for Tea Cultivation: Mr. Rae asked and the Government conceded the power to extend his holding hereafter, on the same terms if he is successful. An extension of a holding clearly implies an increase to it, by the addition of adjoining land. It forms a New Grant, when land in a different locality is given. It is for the Government to decide how far they will extend the original Grant; and certainly they are not bound to keep any land in distant places waste for Mr. Rae's future use; but land, immediately adjoining his present Grant, will not be given to others without first offering him the option of taking it.

4. With reference to paragraph 7 of this present letter, Mr. Rae will be informed that four Manipulators are expected from the North-Western Provinces, and that as soon as they arrive, the services of two of the Men will be placed at his disposal.

12. The next allusion as to the proviso for extension occurs in Mr. Grant's letter to Government of 19th December 1863, wherein he suggested, that the proviso, as then framed, implied that no further Grant, besides the original Grant of 240 Acres, should be made, until after the expiration of the first Seven years of the proposed Lease to Mr. Rae. Whether this remark was made at the suggestion of Mr. Rae, or after communication with him in the point, I know not; but.

13.

13. Government in their Proceedings of 14th January 1864 No. 76, disposed of Mr. Grant's suggestion as follows. "The Government do not see that the Deeds "in any way preclude Government from granting "additional land at any time, if they think fit to "do so. The specification of a maximum extent should, "however, be omitted, as it rests entirely with Government "to decide what extent shall be allowed; and the "maximum extent now entered may not be available, "when the Success of Mr. Rae's experiment is fairly "established".

14. The next communication bearing on the point now under discussion is a most important one, viz, Mr. Grant's letter to the Board of Revenue of 4th April 1864. No. 60, in which Mr. Grant says "I "beg to inform you that, on the Morning of Thursday "the 31st March, I visited Sholoor and found that "200 Acres of Grass and 40 Acres of Forest land are "available for Mr. Rae's extension. In view to Same "time and trouble, it should be settled whether Mr. "Rae is to choose any land he pleases, or whether he "is to point out generally the land he would like, "the boundaries of the same being determined by the "Collector. It is desireable that holdings of this "kind should be compact, and not be allowed to "extend lengthwise to the disadvantage of the "neighbouring lands."

15. In passing order on this and another communication from Mr. Grant, Government in Proceedings of 15th June 1864. No. 1033, said as follows "Mr. Grant will select 200 Acres of Grass and 20 Acres

of

"of Forest land, which will be marked off and reserved
"until further orders."

16. I have gone carefully through the voluminous correspondence, which has passed on the subject of Mr. Rae's Lease, since August 1860, - and I believe that I have above quoted, or drawn attention to, every expression that has any special bearing upon the point in issue.-

17. The draft Lease from Government to Mr. Rae, as prepared by me, was ultimately perused and approved of by Messrs. Shaw and Allobritt, as Mr. Rae's Solicitors, - and they, on behalf of Mr. Rae, (their Client) struck out of the draft that proviso for the extension of Mr. Rae's holding which I, for his security, had inserted, - and the Lease, as executed, does not contain any provision whatever on the subject.

18. I believe that, in striking out the proffered Covenant on the part of Government from the draft Lease, and thus relinquishing any legal right, which the retention of the Covenant might give him, Mr. Rae acted advisedly; considering the Covenant, from the form of it, of but little value, - and that he would be in a better position, by relying upon what he might conceive to be his moral claim upon Government for a further Concession of Land, when it suited his views to apply for it.-

19. Under his Lease, as it now stands, Mr. Rae has no legal or equitable right to any further Grant of Land, either at Sholoor or elsewhere on the Neilgherries, - but it will be for Government to determine, looking at the whole of the negotiations with Mr. Rae from first to last, - at the present state and condition of his Sholoor Plantation,

Dated 23rd October 1862. No. 226.
5th Feby. 1863. No. 245.
14th January 1864 No. 76.
15th June 1864. No. 1033

Revenue Department

6.

Plantation, and the result of his experiment, as a grower of Tea, - and keeping in view the terms and effect of the Proceedings of Government noted in the margin, whether Mr. Rae has substantially fulfilled those conditions, upon which he was promised, or led to expect, an extension of his holding, - and whether he has any sufficient moral claim upon Government for this concession.-

20. It seems to me that there is much force in Mr. Grant's remarks in his letter to Government of the 16th of February 1866 No. 1076. as to the very large proportion of the 240 Acres, originally selected by Mr. Rae, as being well suited for the Cultivation of Tea, which is now declared by that Gentleman to be unfit for that purpose, - without, as is alleged, any attempt to cultivate it having been made, - and I think that, in the event of Government being disposed to entertain Mr. Rae's present application, he should be required to state the grounds, which have now led him to his present conclusion as to the unfitness of the Land for growing Tea, and whether those grounds could not have been equally well discovered in the year 1860, had sufficient care and investigation been then exercised.-

21. I think also that Mr. Rae's opinion and Statement as to the unfitness of the Soil should be tested and verified by the opinion of some other competent person, before Government takes further action in the matter, - and that Mr. Rae's present

application

application should not be acceded to, unless it can be satisfactorily shewn that the Land at Sholoor for which Mr. Rae has now applied, is not only suitable from its quality, position, and aspect for the successful cultivation of Tea; but is better suited for that purpose than the Land comprised in his present Lease, which Mr. Rae has now condemned.

I have the honor to be,
Sir,
Your most obedient Servant,
J. R. Boyton
Govt. Solr.

Mr. Rae's Lease of
Land in Sholoor

The Governor-in-Council has
been pleased to direct that
Rae's Application for
additional Land
at Kundah be
referred to the
Collector for report
& recommendation.

Fort St. George
25th May 1866

Rec.d
Pr. Govt. 1866 No. 165 for July
Encl. 71 = 1471.
From The Govt. Solr. Madras
To The Secy. to Govt. Revt.
Departt.

Dated 21st } May
Rec.d 23d }

No. 289.
no enclosure
No.
See Nos. 177 & 19 June 6.

Reports with reference to
Proceedings of Government
23d March 1866. Revenue
Departt. upon Mr. Rae's
application for extension of
his holding of Land at
Sholoor on the Neilgherry
Hills for Tea Cultivation.

No. 339

Pro 23 August/66 Nos 284-285
23 July — /61 — 332-333
5 October — 83a-83b
5 Feby — /63 — 45-46
26 Jany — /64 — 275-276
15 Sept — 196-197
28 March — /65 — 272-273

c 26 May/66 in Jud Recd

his claim on a
Mortgage which
occurs in the order
of Ct. of Feby.
1863 No. 245.
2 Years before the present date
the issue of the
writ in 1865
when Mr Rae after
much correspondence
and consideration
agreed to take
for his Estate
This Lease as origi-
nally drafted by
the Pet. Solicitor
contained an Em-
powerment on the
part of Pet. to
grant him an Ex-
tension of his Estate
on the terms of his
original grant, if
his Experiment proved
successful. This Em-
powerment has since
been struck out
Mr Rae's Solicitor
insisting and evidently
Mr Rae
has, at the present
date, no claim
whatever, beyond
legal or equitable
to any more land-
Mr Berry for he-
-lieves that the em-
powerment has struck out
wisely struck out
but knows this may
be part of experience
of Mr Rae, I know
that he is intensely
sharp - and perhaps
not over-scrupulous -
in looking after his
own interests - and
that it would be best
under the circumstances
to open this Case on

cases for deeds prior
to his lease - The
latter is his title
deed & by it he must
be bound - whatever
2 further encourage-
ment gov^t. may see
fit to give him - &
he is an enterprising
man beyond question -
should, I think, be
as an act of grace -

As to any moral
claim he may
have on gov^t., it seems
to me that the cha-
racter of the claim
now advanced must
be duly weighed -

Mr Rae chose
the land himself -
but one half of it
is under cultiva-

Tho' doubtless if conceded given it must
be an act of right - but
this is not the question which we have
now to consider - & will be time enough
to go into it when his experiment
shall be proved to be successful and
in reference to the state of things then
obtaining - JJ

i.e. for fresh land in
lieu of that said to be
unfit for cultivation

I do not see this.

V. first p.
23 Aug^t. 1860

-tion - he has never
tried the [illegible] under
[illegible] part of
[illegible] the land
[illegible]
in lieu of [illegible]
from his [illegible]
"[illegible]" Mr Rae
seems also to ex-
pect that he is to
retain the [illegible]
land as well as
get the new [illegible]
lots free of charge -
The intention
of gov^t. never was
to make any ex-
change of land -
Mr Rae has not
taken charge of rent
-free land "absolutely
unculturable [illegible]
rocks" and he was
to be allowed an ex-

~~th~~.
tention of his post
(such intent as
post was fit) if
he succeeded.
The post are
Where found in
effect to at Law
& Thus - and to
this only.
The first Con:
-ditions will come
in to play when
his rent-free te-
-nancy of 7 years
Expires - the second
when he has proved
the success of his
Experiment. & the
Satisfaction of the
Such an unrea-

The first am I think
bound in equity
by the opinion mentioned by Mr
in 5 O 67 & 1863. I
would adopt the conc
instructed in f 20-21
of the f. Solicitors letter.

Beyond Mr. Rae's own
assertion, we have nothing in
support of the alleged unwil-
lingness of the Land Dt. he
delivered to exchange - I use the
word "exchange", as it can be
clearly probable that Mr.
Rae Wd. decline to retain what
he declares is useful; getting
other land in lieu of it.
The Lords would have difficulty
in finding an occupant for
what Mr. Rae wishes to throw
up, surrounded or intersected
as it thus would be by the better
land retained by Mr. Rae. But
apart from this, I do not
see that, on the ground alleged
by Mr Rae, he has a fair
claim to fresh land on an
valuation of the original
Rent & Lords refuse to
grant it. Every one would
naturally feel an unwil-
lingness of Mr. Rae's

Lord the application
at the present Session
Some Months after
on that ground
alone.
Mr Rae is known
to have refused £9,000
for his Estate -
Some said 80,000 -
He has not yet
had of any part
a penny!
Yours Respectfully
[illegible]
[illegible]

no certainty
of Tenure.

experiment & that the Govt. have to tell us first what has already been done for his special benefit. But liberal treatment may entail, & in Mr Rae's case as regards the 250 acres granted & which the land has been reached 26.5.66

Mr Lee points out any adjoining
his present lot he wishes to
have in consequence of a portion
of the latter proving as alleged by
him unfit for Tea cultivation.

Mr Lee's existing holding is in
extent 225 acres. and from
the Coll.'s letter it appears that
the extent &c is represented as
unfit for Tea cultivation is
from 100 to 150 acres. of
&c the Coll. states that some
20 acres consist of rock
& stone & are actually uncultivable.
The remainder of the condemned
land is lowlying in its normal
condition: no attempt to cultivate
it has been made.

The second matter under consid.
is Mr Lee's claim for an extension
of his holding in accordance
with the following orders of Govt.

G.O. of 23 Aug./60 No. 1622 R.D.
para 7. "Mr Lee wishes to have power
to extend his holding hereafter on the
same terms if he is successful
"this the Govt. will concede."

G.O. of 23 Oct. 62 No. 2268. R.D.
para 3. "In their order of 23 Aug. 60. R.D. No 1622
para 7 the Govt. acceded to the request of Mr Lee

"that he should be allowed to extend
his holding at Sholoor on the same terms
if successful. The success of Mr Lee's
experiment having been fully
established; [illegible]
he may again address Govt."

G.O. of 5 Feb. 63. No 345 R.D.
already quoted above

Insert here the above [illegible] hereafter mentioned
G.O. of 16 June 64 No 1033 R.D. [illegible]
directed [illegible]
200 acres of
grass land & 20 acres
of forest at Sholoor as
available for the extension
in question if granted
[illegible] of future [illegible]

Mr Lee states that his
original application was
for 500 acres of land
at the same time stating
that he should be satisfied
for the immediate grant
of the 225 and the
balance hereafter" and
that the Govt. "fully conceded
this - and he goes on

say "£1 is for the balance of
350 Acres but Stynes &
assts. £1 has been received
formerly by the Sols. for one
fifth part."

The Govt. cannot admit
that W. Ellis's having claim
right & title to a grant of
land in lieu of that portion of his
present holding as is encroached
on is sustainable for this purpose
the 1st Section of the present Lording
on the same terms than addition
of 350 Acres.

The terms of W. Ellis's present holding
are defined in his lease & were
carefully explained by the Govt. Sols. in
communication with W. Ellis's legal adviser
and by those terms he must abide.

The Govt. cannot admit that
they ever granted W. Ellis the right
to a fifth definition of his holding
by an addition of 350 Acres. Nor
have they any reason to suppose
that such a claim has been raised.

W. Ellis has known & acted
upon the understanding that
the Government & the grant
was originally intended
for 4 fifths. He has obtained

a fair measure of
success.

He must have incurred
considerable expense
& much risk of loss
in the venture.

He has certainly worked
& lived much harder than
the majority of the
Settlers & has done
his part manfully & energetically.
He has well
arranged & has done
his best practicable
delay. The terms of the
grant will be identical
with the terms of W. Ellis's
present holding - & have
been with the privity
by the Govt. Solicitor for

[illegible] Mr Rae will constitute
Mr Rae's title to the land.

L.R.

12 July 66.

I feel doubtful whether the Govt should so liberally deal with Mr Rae. His person has [illegible] forward his conv: of without date but directed to this Secty in the Rev: dept, thus passing over this Collector, Mr Grant. But it is Mr Grant in Kandy, who ought to inform the Govt whether Mr Rae's tea plantation is a success. Personally, I know nothing of it or for the most part such a opinion the facts as stated in Mr Grant's letter, we are now granting to Mr Rae a tract of valuable land &, treated by Mr Rae as the grant first made has been, will be yielding £6000 or £8000 in 4 or 5 years.

The Govt before so freely separating from valuable land should be satisfactorily informed that Mr Rae's tea has secured for itself a firm market & now here, & may confidently be looked on as the produce of successful cultivation. I don't attach much value to the Calcutta tea prices, for it may be that there all were bad, Mr Rae's tea was the least bad & that the premium was awarded as an encouragement.

For these reasons & subject to putting out of the question what Mr Rae says about coolies & [illegible] on his lands &c, I don't believe for

12

there labor could easily be applied elsewhere - I would remit Mr Rae's letter to the Collector Grant & beg that Officer to lay before Govt a report on the merits of Mr Rae's experiments. Their item of information ought to come from a source other than Mr Rae himself -

13 July 1866.

I entirely concur with the suggestion of Mr Phillips: I should not be disposed to make a grant of land in lieu of that which Mr Rae has [illegible] condemned. Though he has not cultivated or attempted it he could profitably sell the or attempted it he could profitably sell the land with it unless it were ready to part with it unless it were worthless. But Govt ought not to grant good land in exchange for bad chosen by one who his eyes open originally & the Commissioner. As for the valuation that must be granted to moderate extent by Govt if the land that Mr Rae's enterprise has been successful in itself as an advantage to Govt by stimulating the cultivation of tea in the hands of others. Mr Grant's letter report is that and Sir R. Pye's must be attached to or [illegible] the question before the Govt

M.?

To,

W. Huddleston, Esq^re.

Secretary to Gov^t. R. D.

Fort St. George, Madras.

Ootacamund. June, 1866.

Sir,

At the instance of the Collector of Coimbatore, I am required since by G. O. No. 2,266 dated 23^rd Oct^r. 1862, para 3, I have the honor to request that you will be so kind as to place this application before His Lordship the Right Hon'ble the Governor in Council for the extra land adjoining my Tea Estate near Aldoor which has been promised me by Gov^t. in the para: of the G.O. first quoted, as alluded in para: 7 of G.O. No. 1422 of the 23^rd Aug^t. 1860; & in para: 3 of G.O. No. 246 of the 5^th Feb^y. 1862.

2. When I took up the experimental cultivation of Tea (on the invitation of H. E. the then Governor, Sir C. Trevelyan,) my original application was for 550 Cawnies of land, & at the same time I stated that if the Gov^t. would grant me 200 Cawnies (240 acres) of it then, & the balance on the same tenure hereafter, in the experiment proving successful, I should be satisfied. This the Gov^t. fully conceded in the three G.O.s quoted, & it is for this balance of 350 Cawnies that I beg now to apply. It has been reserved for me by the Collector for some years past, & on my applying to him now to make it over to me he has requested me to address Gov^t. (as per the first G.O. quoted in this letter) with a view to his obtaining the necessary orders on the subject. May I solicit the favor of these orders being given as soon as convenient & practicable, because, with a view to cultivating this extra land, I have already been obliged to entertain a large number of extra coolies for whom I have no work, therefore, as I

a most particular favor, I beg to be, on the receipt of this letter, the
Post may be so kind as to be pleased to order the Collector to allow me
Straight possession of ten of the acres de las Reserved ground, &
to according of which may appear unobjectionable to him, & the
balance of fifteen be carved by him on the Survey & title deeds being
made out — the latter to date from the day on which possession
of the Waste may have been accorded by the Collector. Under
the new Rules the cost of Survey & demarcation should be
borne by me — these I shall be happy to defray.

3. I need hardly remark on the success that has attended
my experiments. A first-class prize medal was awarded to my
Tea at the late Calcutta Agricultural Exhibition; & not only do
my Teas command a good market here in this country, but (Indeed)
I am no longer to my Tea Planter in Southern India. In
practising this a tract of land, from the term "Experimental Cul-
tivation of Tea", on a light tenure, with "the power to extend
my holding thereafter on the same terms if I am encouraged"
the object the Govt. had in view of giving the upper plateaux
of the larger Hill tracts of Southern India an Agricultural
value, has been fully attained. My experiments began
a year before Cinchonas were introduced into India;
& for tea cultivation more than a thousand acres have
already been taken up on the Nilgiris alone.

I have the honor to be, Sir
Your most obedient servant
H. D. Le

P. S. All particulars connected with my Tea-land grant
will be found in a Memorandum from me in the Private Secretary's
Office — No. 25 dated 31st July 1861. The greater part of it
however is irrelevant to the present subject.
H. D. L.

12 July 65

This Indenture is made the 16th
day of June 1865. Between Sir Right Honble
Sir Bartle Frere for India in Council of the one
part and Hormajy Dady Rae of Bombay in the East
Indies but at present residing at Cotacamund on the
Neilgherry Hills in the Presidency of Madras on the
East Indies Esquire of the other part. Whereas
the said H. D. Rae sometime in the year 1860 agreed
with the said Secretary of State for India in Council
for a Lease of the piece or parcel of ground herein
after described and intituled to be hereby demised
for the term of 999 years for the purpose of cultiv-
:ating Tea thereon at the yearly rent of one Annoo
for the first seven years of the said term and
at the yearly rent of one Rupee per acre of the said
ground hereby demised for the remainder of the
said term payable as hereinafter is mentioned as
and subject to the covenants conditions
and agreements hereinafter expressed and
declared. And whereas no lease of the said piece
or parcel of ground has ever yet been granted
by the said Secretary of State in favour of the said
H. D. Rae. Now this Indenture witnesseth that
in consideration of the yearly rents hereinafter
reserved and of the covenants and agreements
hereinafter contained on the part of the said
H

Rec 1866 Dept
Pos of Govt W. 12. 114. July

H. D. Rae Esqre

Dy. June
Rg. Mds 3 1866

Ex. Acct. 1770-19 July

Applies for the extra land adjoining his Est. Estate near Sholor and requests under the circumstances stated, that Govt will be pleased to grant him immediate possession of ten acres of said land and the balance after the survey & title deeds have been made out.

23d Augt/60 - 1: 381 - 385
23d Oct/62 - " 393 - 394
5th Feb/63 - " 115 - 116
23d March/66 - 372 - 373

No: 340.

L

A. D. Rae his Executors administrators and assigns to be respectively paid observed and performed. He the said Secretary of State for India in Council Doth by these presents demise and lease unto the said A. D Rae his Executors administrators and assigns. All that piece or parcel of ground situate at Kholoor near Ootacamund in the Collectorate or District of Coimbatore in the East Indies containing in the whole by admeasurement 240 acres or thereabouts as the same is delineated in the map or Plan thereof hereunto annexed. Together with all ways waters watercourses rights easements privileges advantages and appurtenances to the said demised premises belonging or in any wise appertaining. Together also with liberty to fell and cut down all Timber and other trees Saplings Pollards and underwoods now or at any time or times hereafter standing and being on the said demised premises or any part thereof and to use and consume all such Timber and other Trees saplings Pollards and underwoods when so cut down or felled upon the said demised premises or any part thereof and to remove and carry away any such Timber and other trees Saplings Pollards and underwoods either for sale or use elsewhere. Except and always reserved nevertheless out of this demise to the public the right at all times of riding and passing over the several Roads or pathways leading through over and across the said piece or parcel of ground which are delineated in the said map or plan and thereon marked with parallel double lines colored red. To hold the said premises with their and every of their appurtenances (except as aforesaid) unto the said A. D. Rae his Executors administrators and assigns for and during the term of 999 years to be computed from the 24th day of September 1860 and from thenceforth arising and fully to be completed and ended yielding and paying therefore yearly and every year during the first 7 years of the said term unto the said Secretary of State in Council his successors and assigns or to the Government of Fort St. George for the time being the yearly rent of one anna if the same shall be demanded on the 30th day of June in every year. And also yielding and paying therefore yearly & every year during the remainder of the said term unto the said Secty. of State in Council & his successors & assigns or to the said Govt. of Fort St. George for the time being the yearly rent or sum of 240 Rs (reducible as hereinafter is mentioned) by one payment on the 30th day of June in each and every year during the remainder of the said term free from all rates taxes & impositions what soever either now or hereafter to be charged or imposed upon the said premises hereinbefore expressed to be hereby demised or any part thereof upon the Landlord or tenant thereof for the time being the first payment of the said yearly rent of 240 Rs (or such reduced portion thereof as is hereinafter provided) to be made on the 30th day of June which will be in the year 1861. And the said A. D Rae doth hereby

hereby for himself his Executors administrators & assigns covenant promise and agree with and to the said Secty of State in Council his successors and assigns that he the said R. D. Rae his Executors administrators and assigns shall and will from time to time and at all times during the continuance of the said term well and truly pay or cause to be paid unto the said Secretary of State in Council his successors and assigns or to the said Government of Fort Saint George for the time being for the first seven years of the said term of 999 years hereby created the said yearly rent of one anna of the same shall be demanded & for the remainder of the said term the said yearly rent of 240 Rs (or such reduced portion of the said rent of 240 Rs as shall be payable in respect of the said demised premises under the provisions hereinafter contained) by one annual payment on the 30th day of June in every year free and clear of all taxes charges imposition and deductions whatsoever and also shall and will well and truly pay and satisfy all taxes and charges which now are or hereafter shall during the said term be payable in respect of the said piece or parcel of ground & premises herein before expressed to be hereby demised whether the same shall be rated or assessed on the Landlord or Tenant thereof Provided always and the said Secretary of State in Council of India doth hereby for himself his successors and assigns covenant with the said R. D. Rae his Executors administrators and assigns that if the said R. D. Rae his Executors administrators or assigns shall yearly and every year from and after the expiration of the first seven years of the said

said term hereby created and during the continuance thereof well and truly pay unto the said Secretary of State in Council of India his successors or assigns or to the said Government of Fort Saint George for the time being at the times and in manner hereinbefore appointed for payment of the said rent of Two hundred and forty Rupees rent for the said premises hereinbefore expressed to be hereby demised calculated at the rate of one Rupee per annum for every acre of land part of the said demised premises which shall be and consist of Forest or grass or meadow land which shall or may be cultivable and not rocky land then the said Secretary of State in Council of India his successors and assigns shall accept and the said R. D. Rae his Executors administrators and assigns shall be required or compelled to pay only rent for the said demised premises at the said rate of one Rupee for every acre of Forest and Meadow or grass land which shall be cultivable and not rocky - And he the said R. D. Rae doth hereby for himself his Executors Administrators and assigns further covenant promise and agree with and to the said Secretary of State in Council of India his successors and assigns in manner following that is to say that he the said R. D. Rae his Executors Administrators and assigns shall and will from time to time during the whole of the said first seven years of the said term of 999 years hereby created and appropriate the said land and premises hereinbefore expressed to be hereby demised and every cultivable part thereof for and to the cultivation and growth of Teas and purposes connected therewith according to the best

systems

Systems and courses of husbandry, practised on lands where Tea is grown and cultivated and manufactured - or will in default thereof pay the full yearly rent of 240 Rupees hereinbefore reserved and all arrears thereof from the said 24th day of September 1860 during the said term of seven years instead of the said yearly rent of One Anna hereinbefore reserved. And the said H. D. Rae doth hereby for himself his Executors Administrators and assigns covenant promise and agree with and to the said Secretary of State in Council his successors and assigns that he the said H. D. Rae his Executors Administrators and assigns shall not nor will at any time or times during the said term alter or remove any land marks or boundaries which shall or may be upon or belonging to the said demised premises but shall maintain repair and keep in good order and condition all such lands marks or boundaries - Provided always and it is hereby agreed and declared between and by the parties to these presents that it shall and may be lawful to and for the said Secretary of State in Council of India his successors or assigns or his or their officers servants or agents with or without workmen as to him or them shall seem fit twice or oftener in every year during the said first seven years of the said term at reasonable times in the day

day to enter into and upon the said lands and premises hereinbefore expressed to be hereby demised to view search and observe the State and condition thereof but not to interfere in any manner with the mode of culture of the said lands or any of the proceedings of the said Henry Daly Rae - Provided always and it is hereby expressly agreed and declared between and by the said parties to these presents that if the said rent of 240 Rs or such reduced rent as aforesaid hereby reserved or any part thereof respectively shall at any time or times during the said term be in arrear or unpaid for the space of 30 days next after the day whereon the same shall become due according to the reservation thereof hereinbefore contained it shall be lawful for the said Secretary of State in Council his successors or assigns or any person or persons duly authorised by him or them in acting on his or their behalf into or upon the said land and premises herein before expressed to be hereby demised or into or upon any part thereof in the name

name of the whole to enter and the same to have again repossess and enjoy as of his and their estate and the said H. D. Rae his Executors Administrators and assigns and all tenants and occupiers of the said demised land and premises thereon and from thence utterly to expel put out and remove any thing herein contained to the contrary notwithstanding. And the said Secretary of State in Council doth hereby for himself and his successors covenant promise and agree with and to the said H. D. Rae his Executors Administrators and assigns that he the said H. D. Rae his Executors Administrators and assigns paying the said yearly rents hereby reserved shall and may quietly and peaceably have hold occupy possess and enjoy the said piece or parcel of land and premises hereinbefore expressed to be hereby demised during the said term of 999 years without any lawful let suit interruption or disturbance whatsoever of from or by the said Secretary of State in Council his successors or assigns or any other person lawfully claiming or to claim by from or under him them or any of them or by from or under his their or any of their acts privity consent or procurement. And the said Secretary of State for India in Council doth hereby for himself his successors and assigns covenant promise and agree with and to the said H. D. Rae that in case

case the said H. D. Rae his Executors Administrators or assigns shall at any time after the expiration of the first seven years of the said term hereby created be desirous of taking a release of the said lands and premises hereinbefore expressed to be hereby demised so as to vest the freehold and inheritance thereof in him the said H. D. Rae his Executors Administrators or assigns and shall give notice in writing of such his desire to the said Secretary of State in Council of India his successors or assigns or to the Governor in Council of the Government of Fort Saint George for the time being and shall well and truly pay to the said Secretary of State in Council of India his successors or assigns or the said Government of Fort Saint George for the time being a sum of money equal to 20 times the amount of the yearly rent then payable in respect of the said demised lands and premises under and by virtue of this Indenture then the said Secretary of State in Council of India his successors and assigns shall and will at the request and at the costs and charges of the said H. D. Rae his heirs and assigns on payment of the said sum as the consideration for such release make execute and deliver

deliver unto him the said H. D. Rae his heirs and assigns a release and conveyance of the said lands and premises hereinbefore expressed to be hereby demised with their appurtenances free and discharged from the said rent hereby reserved and from all and singular the covenants conditions and agreements hereinbefore contained and on the part of the said H. D. Rae his Executors administrators and assigns to be paid observed and performed. Provided always and it is hereby expressly declared and agreed by and between the parties hereto that if at any time during the continuance of this demise any dispute or controversy shall arise between the said parties concerning any of the clauses covenants or agreements herein contained or any other matter or thing whatsoever in any wise relating thereto the same shall be referred to the award or arbitration of such two persons as shall be nominated and appointed for that purpose by the parties in difference one of such arbitrators to be named by one of the parties in difference and the other of them by the other party in difference within 30 days next after any such dispute or controversy shall happen and

and in case such two persons shall not agree in the premises and shall not make their award in writing under their hands and seals and deliver the same to the parties in difference within the space of 30 days next after such dispute or controversy shall be referred to them the same shall be referred to the determination of such umpire as the arbitrators by any writing under their hands shall nominate and appoint as umpire in the premises and that the award of such arbitrators if made in writing under their hands and seals to be delivered to the parties in difference within the time before limited or in default thereof the award of such umpire under his hand and seal shall be delivered to the parties in difference within 30 days after he shall be so appointed shall be final and binding and conclusive on both parties and may be pleaded in bar against all proceedings either at law or in equity which may be had or taken by either of the said parties for or on account of any matter cause or thing hereinbefore contained

continued and that in case either of the parties in difference shall neglect or refuse by the space of one calender month after notice in writing given by the other party for that purpose to join in the appointment of such arbitrators as aforesaid it shall be lawful for the arbitrator to be chosen by the party giving such notice to make an award which shall be binding in like manner as if the party so neglecting or refusing had chosen an arbitrator who had actually joined therein and for the further and better enforcing the performance and observance of every such award so to be made as aforesaid the reference or submission for or in respect of the same shall from time to time be made a rule of the High Court of Judicature at Madras. In witness whereof the Governor in Council of Fort Saint George for and on behalf of the said Secretary of State for India in Council hath (in Council) hereunto set his hand & seal and the said H. D. Rae hath hereunto set his hand & seal the [illegible] day

day and year first above written.

Signed Sealed and Delivered by Sir William Thomas Denison in the presence of

Signed W. T. Denison

A. J. Arbuthnot
Chief Secretary to Govt
Madras

Signed Sealed and Delivered by the above named H. D. Rae at in the East Indies

in the presence of

Revenue Depart.

No. 1778.

Proceedings of the Madras Government under date the 19th July 1866.

Read again Bro: of the Bd of Revenue dated 16th Inst. and recorded in Bro: of Govt 23d March 1866 No. 709.

Read also the following papers.

From the Govt Solicitor.

Reports with reference to Bro: of Govt 28th March 1866, Revt Dept, upon Mr Rae's application for extension of his holding of Land at Sholoor on the Neilgherry Hills for Tea cultivation.

(Here enter 21st May 1866, No. 289)

From H. D. Rae Esquire,

Applies for the extra land adjoining his Tea Estate near Sholoor, and requests in the circumstances stated, that Govt will be pleased to grant him immediate possession of the acres of said land & the balance after the survey & title deeds have been made out.

(Here enter June 15th)

The Collector of Coimbatore will be desired to

Dated 16th June 1866.

The Right Honorable the Secretary of State for India in Council

&c. &c. &c.

My Lord,

I have the honor to submit for your Lordship's information the proceedings noted in the margin.

I have the honor to be,
My Lord,
Your Lordship's most obedient humble Servant,

Signature illegible

Chief Secretary to Government.

~~to Report~~ as to the success that has attended Mr. Rae's Experimental cultivation of Tea at Cholool.-

1 Copy to the Collector of Coimbatore Dept. 20 July 14 — Bd of Revl

30/4

Revenue 1866 Dep.

Rec of Govt for July

No 1778

Rec of Madras Govt

Dy 19th July 1866.

Collector of Coimba
tore to report as to the
success that has
attended the Rain
Experimental Sea
Cultivation at Pykolam

No 339 & 341.

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