

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No.	867	Press <u>Mis.</u>
<i>66-45</i> Dated	2-4-	18 68.

Not to be folded or roughly handled867
Mis

*Proceedings of the Madras Government, Revenue Department,
2nd April 1868.*

No. 44. Read the following Proceedings of the Madras Government in the
Military Department:—

Authorizing disbursement of the rent, with
arrears, claimed by the Agent of the East
Indian Iron Company for certain land and
Military buildings at Calicut, in Malabar } (Here enter 30th March 1868, No. 1,308.)
District.

No. 45. ORDER THEREON, 2nd April 1868, No. 867.

Miscellaneous.

Communicated to the Revenue Board.

(True Extract.)

(Signed) F. BRANDT,
Under Secretary to Government.

To the Board of Revenue, with Proceedings Military Department, No. 1,308.

Exd. S. T. Augustin.

MILITARY DEPARTMENT.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read the following papers :—

<i>From the Collector of Malabar.....</i>	Here enter 19th November 1867, No. 139.
<i>„ Government Solicitor.....</i>	„ 14th December „ „ 810.
<i>Memo. from Secy. to Govt., P. W. D... ..</i>	„ 4th March 1868, „ 3.

From the Collector of Malabar, Calicut, 19th November 1867, No. 139; to the Secretary to Government, Military Department, Fort Saint George.

Adverting to the Proceedings of Government,* dated 22nd July last, No. 2682,

* *Relating to the occupation of the West Hill Barracks site Calicut.*

† *Plans and Title Deeds received with memorandum dated 22nd August 1867, from Government, are herewith returned.*

would sell the three pieces formerly leased to Mr. Conolly, informed me that he would

‡ *The new Barracks, Dead House, Apothecary's house, married quarters, Guard-room, Magazine and Cell.*

he would communicate with the London Board of Directors and ascertain further on what terms they would lease the land and the buildings above referred to; and whether they would agree to dispose of the whole of the three lots.

2. Mr. Maylor, as it seems to me, labors under a mistake as to the rights the lessors have, as regards these premises and the buildings thereon. He thinks that with the lapse of the lease the land

and fixtures lapsed to the East India Iron Company.

3. Now I think that the local law and custom must be followed in the absence of any clear and express conditions.

With the expiry of the lease, I think the landlord has a right to re-entry—but he must pay the tenant for ordinary improvement effected at the tenant's expense—or require removal of the materials of any buildings.

4. Here however the improvements are expensive buildings and it is not to be expected that the landlord can be called upon to pay their full value, unless he desires to become their possessor; whilst on the other hand, and especially considering the nature of the buildings and the publicity of their erection, I conceive he cannot require the tenant alone to incur the loss which would be entailed by the simple removal of the materials.

5. The landlord can only, I believe, pay the value of the buildings and take over his land or continue the lease of the land, with some increase perhaps in the rental on account of its improvement, but certainly not with an increase that at all represent the real rental of the lands and buildings together as if they belonged to the landlord and were leased out by him on his own proper account.

6. Mr. Maylor apparently thinking that the landlord is now the absolute proprietor of the land and buildings, asks a rental of Rupees 1,200 per annum for their occupation. The mere rental of the land without the buildings would not I fancy reach more than one hundredth part of that sum, unless the land was specially required.

What would be a fair rental must I fancy be settled by arbitration, unless indeed recourse is to be had to the Courts, but Mr. Maylor seems so satisfied that his claim to both land and buildings is good that I submit the matter for the orders of Government.

From the Collector of Malabar, Calicut, 27th July 1867, No. 1788; to the Agent and Manager East Indian Iron Company, Calicut.

Under the orders of Government I request you will be good enough to inform me, on what terms the East Indian Iron Company will continue the occupation by Government of the portion of the land surrounding the West Hill Barracks leased to Mr Conolly for 20 years in July 1843. The Government desire to know.

1stly. On what terms the land can be obtained for the remainder of the 99 years' lease.
2ndly. In the event of the Government wishing to purchase the whole lot formerly leased to Mr. Conolly, on what terms it can be obtained.

From the Agent and Manager East Indian Iron Company, Calicut, 4th September 1867; to the Collector of Malabar.

With reference to your letter, dated 27th July last, I have the honor to inform you that I shall

Barracks.

Dead house.

Apothecary's house.

Married quarters.

Guard room.

Magazine and Cell.

be glad to allow the occupation by Government of the portion of the land surrounding the West Hill Barracks, with the buildings thereon, (as per margin) on a yearly rent of Rupees 1,200.

I will communicate with the London Board of Directors by the next mail from Madras, and ascertain whether they will lease the buildings and land above referred to. I will also ascertain upon what terms they will lease the buildings and land above referred to. I will also ascertain whether they will agree to dispose of the whole of the lots which were leased to the late Mr Conolly and upon what terms.

It will be a great convenience to me if you can let me have the amount due for rent for the last four years, at an early date.

From the Collector of Malabar, Calicut, 16th September 1867, No. 2078; to the Agent and Manager East Indian Iron Company, Calicut.

In reply to your letter of the 4th instant, I would point out that Government already have the land occupied by the building, formerly a dwelling house, now the barracks, the Subalterns' quarters stables, &c., (marked B and C on the plans) and further purchased the piece marked C for Rupees 600 and odd. The buildings on all the other pieces have been erected by Government at their own expense, and the demand of a ground rent of Rupees 1,200 per annum for the simple occupancy of land (which I should hardly think would fetch that sum as purchase money if sold outright) appears to me so excessive, that I request your re-consideration of the matter. I shall be happy to see you on the subject if you can make it convenient to call at my office.

From the Agent and Manager, East Indian Iron Company, Calicut, 17th September 1867; to the Collector of Malabar.

In reply to your letter of yesterday's date, I beg to say that I did not in my last letter include

New barracks (not the late Mr. Conolly's dwelling house.)

Apothecary's quarters.

Married do.

Dead house.

Guard room.

Magazine and Cell.

the buildings and land (marked B on plan) which were leased to the late Mr. Conolly for 99 years, I only included the buildings and land marked A 1 and A 2 on plan, and the lease of this land as you are aware expired on the 20th July 1863. The buildings as per margin (which must be worth at least Rupees 20,000) and land (eight cawnies, six grounds and 1,798 square feet) now belong to the East Indian Iron Company, and I trust you will not object to pay an annual rent of Rupees 1,200 for the occupancy by Government of this property.

I think a rental amounting to only Rupees 100 per month is very moderate.

The price of land with buildings thereon marked C on plan was leased to Mr. Conolly for 99 years. It was only one acre of land east of the new barracks which I sold to Government in 1861, for Rupees 600.

From the Collector of Malabar, Calicut, 17th September 1867, No. 2101; to the Agent and Manager, East Indian Iron Company, Calicut.

In reply to your letter of to-day's date, I must observe that I cannot recommend any like the rental you name being given, but I will refer the matter to Government and take their instructions. Before doing so, and to save unnecessary future correspondence, however, I should be glad to be informed on what grounds you state that the buildings noted in your letter under reply belong to the East Indian Iron Company.

From the Agent and Manager, East Indian Iron Company, Calicut, 19th September 1867; to the Collector of Malabar.

I am in receipt of your letter of yesterday's date, and regret to find that you still think the rental I have named for the land and buildings in question excessive. The land and house called "Rock Hall" in which the Commanding Officer resides is, I believe, rented to Government for Rupees 100 per month, and that property, as you are doubtless aware, is not worth half so much as that for which I propose to charge the same annual rental.

The grounds on which I stated that the buildings noted in my letter belong to this Company are these. The land marked A 1 and A 2 on the plan attached to the former lease deed, belongs to the East Indian Iron Company, the buildings noted in my letter of the 17th instant are erected on that land, therefore the buildings belong to the East Indian Iron Company.

From the Collector of Malabar, Calicut, 19th September 1867, No. 2138; to the Agent and Manager, East Indian Iron Company, Calicut.

Adverting to your letter of to-day's date, I beg to point out that I think you are quite mistaken as regards the buildings on A 1 and A 2. The ground belongs (I believe) to the East Indian Iron Company. The buildings belong to Government. All that the Company can demand is a fair ground rent, in the event of their refusing acceptance of this (which might be fixed by arbitration) it would only remain for Government, as far as I can see, to take up the ground under A 1 and A 2.

The case of Rock Hall is entirely different. There the ground, and the buildings from which it derives its value, belong to one and the same private individual.

Subject to correction by enquiry which I have not as yet made, my impression is that Rupees 10 per mensem would be very much nearer a fair ground rental than Rupees 100 for the piece of land in question.

On receipt of your reply to this, I will address Government as may be necessary.

From the Agent and Manager, East Indian Iron Company, Calicut, 20th September 1867; to the Collector of Malabar.

In reply to your letter of yesterday's date, I beg to say that it appears quite clear to me that if the land marked A 1 and A 2 on the former lease plan belongs to the East Indian Iron Company, (and I think you admit this) then the buildings erected thereon must also belong to the same Company. In fact the land, and whatever is above it and below it, contained within radial lines from the centre of the earth, passing upwards through the boundaries of the land must, under the circumstances, belong legally and morally to the East Indian Iron Company, Government now only occupy the buildings and land in question as tenants at will.

I have no wish to take any unfair advantage in this matter. I have only asked a very moderate rental for the property, and if Government decline to agree to the terms I have before stated, there will be no other course open to me but to give formal notice to the proper authorities to quit the premises, in order to assert what I deem, the just rights of the Company.

If Government decide to follow your suggestion of carrying out Act 6 of 1857, with reference to this land with the buildings thereon, of course I cannot raise any effective opposition—at the same time I beg to point out, with all due deference to the opinions you have expressed, that if Government consent to the terms which I have offered, they will I think find them much more advantageous than the application of Act 6 of 1857.

I trust you will keep in view that whatever valuation the arbitrators appointed under the above mentioned Act may put upon this land and the buildings thereon, the East Indian Iron Company have the right of claiming from Government rent from the date of the expiry of the lease, (20th July 1863) equal to the per-centage such property usually yields in this country.

From the Government Solicitor, dated 14th December 1867, No. 810.

No. 3.

OFFICIAL MEMORANDUM.

The undersigned has the honor to inform the Secretary to Government, in the Military Department, with reference to his memorandum of the 4th instant, that of the sum of Rupees 5,600 which is required to meet the arrears of rent due

	RS.	on account of Barracks and other Military buildings at Calicut, Rupees 2,484
* Presidency	1,604	can at once be provided from the current year's allotment* for repairs under
Godavery District	880	"Military," and that it is probable that
	2,484	

the balance, viz., Rupees 3,116 will be available before the 31st instant.

FORT SAINT GEORGE, } (Signed) C. A. ORR, Colonel, R. E.,
4th March 1868. } Secretary to Government, P. W. D.
To the Secretary to Government, Military Department.

ORDER, No. 1308, 30th March 1868.

The Governor in Council authorizes the disbursement of the rent, with arrears from the 21st July 1863, claimed by the Agent of the East India Iron Company, for the land and Military buildings at Calicut, referred to in the foregoing letter from the Collector of Malabar. Orders will be issued in the Public Works Department for the provision of the necessary funds for this purpose.

2. The Collector of Malabar will report the result to Government, in due course, of the Agent's reference to his Directors as to the disposal of the property in question, when, if necessary, further orders on the subject will be issued.

(True Extract.)

Wm. Smith Major,

Offg. Deputy Secretary to Government.

To the Collector of Malabar, with three Plans and three Leases.

„ Government Solicitor.

„ Public Works Department.

„ Controller of Military Accounts.

„ Revenue Department, for information. *With 20 spare Copies.*

Treasury 1868 Oct 4th
No of Quot from W. R. R. 1050

Proceedings of the
Govt. Printing
Office

Dated 30th 3rd 1868
Received 3104-3 1868

No 1308

Authorizing disbursement
of the fund with account
claimed by the Govt of
the South American
Company for the
building at
Piedmont and elsewhere
District
No 853, 30th 1868
With an Order

No 867

Communicated to the
Revenue Board

22nd Oct 1868

14 Copies of the Reg. Revenue No 867 to the 29th 1868

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No 44-45