Proceedings of the Madras Government, Revenue Department,
14th May 1872.

Read the following letters :—

No. 134. From the Acting Collector of South Canara, to the Secretary to the Board of Revenue, dated Mangalore, 19th December 1871, No. 1,633.

THE garden lately belonging to Mrs. Elizabeth Coelho, and which formed the subject of the Suit referred to in my letter of the 28th July 1871, No. 1,074,* as having been decided in favour of Government, has been made over to me in execution of the decree, and I have the honour to request the orders of Government as to its disposal.

* Board's Proceedings, 18th August 1871, No. 3,525.

2. It is included within the Cantonment of Mangalore; but I believe the Officer Commanding does not require a new house to be built thereon.

3. The house which formerly stood on the ground was destroyed by fire, and it was in consequence of the owner neglecting to rebuild it that the Suit for the cancelment of the lease was filed. (*Vide* Government Proceedings dated 12th May 1868, No. 1,907, Military Department, communicated with G. O., 27th May 1868, No. 1,472, Revenue Department).

4. I have had applications from the members of Mrs. Elizabeth Coelho's family, and I believe that she has herself addressed the Commanding Officer requesting that the garden might be made over to her on a fresh lease. She states that when the Suit was filed against her by Government she had sold the garden to a Mr. Lawrence Lobo, and that as Mr. Lobo declined to complete the purchase a Suit was then pending between them ; that she was in consequence unable to plead to the Suit brought against her by Government, or to engage to rebuild the house ; that the Suit between her and Mr. Lobo having now been decided by the High Court against her, she is willing to rebuild the house should Government give her a fresh lease.

5. The members of her family, whose petitions† are enclosed, aver that Mrs. Elizabeth Coelho had only a life-interest in the property, and that although she, as immediately responsible to Government for abiding by the terms of the lease, has failed to do so, the members of the family, who had a reversionary interest in the garden, should not suffer for her failure. They request, therefore, that the garden may be regranted to the family, not to Mrs. Elizabeth Coelho alone.

† Petition from Camillo J. Coelho, dated 22nd November 1871.
Petition from Lawrence Coelho, dated 20th November 1871, (with translation).

6. They also state that they are entitled to the value of the improvements on the land, which they estimate at upwards of Rs. 4,000. With reference to this

point I beg to observe that the value set on the improvements is exorbitant. The following is a list of fruit and other trees on the land with their estimated value :—

	No.	Rate per Tree.	Value.
		RS. A. P.	RS. A. P.
Cocoanut trees, bearing, 1st sort	60	5 0 0	300 0 0
Do. do. 2nd sort	112	3 0 0	336 0 0
Do. past bearing	7	0 8 0	3 8 0
Do. plants	29	1 8 0	43 8 0
Do. young plants	3	0 4 0	0 12 0
	211		683 12 0
Palmyra trees, bearing	4	1 0 0	4 0 0
Do. plants	2	0 8 0	1 0 0
	6		5 0 0
Jack tree	1	3 0 0	3 0 0
Do. plants	2	0 8 0	1 0 0
	3		4 0 0
Mangoe trees, large	10	5 0 0	50 0 0
Do. young	4	1 0 0	4 0 0
	14		54 0 0
Casuarina trees	3	2 0 0	6 0 0
Do. plants	5	1 8 0	7 8 0
	8		13 8 0
Other wild fruit, etc., trees and plants	...	.....	30 0 3
			790 4 3

Moreover, I do not see what Government has to do with the members of Mrs. Coelho's family. Any claim for compensation must be made by her, and she has not as yet applied for any.

7. The Bishop of Mangalore has applied for the land as a site for Roman Catholic Schools. His letter* is enclosed.

* Dated 8th September 1871.

8. I have also had some verbal applications for the land from parties who are willing to take it up on a building-lease similar to that under which Mrs. Elizabeth Coelho held the land.

9. The present Provincial School compound is not commodious, and the boys have no good Cricket and Play-ground. The garden could be converted into a Play-ground and attached to the school, and eventually, if the construction of additional buildings for the Provincial School, or the building of a Normal School were found necessary, the ground could be appropriated as a site for the purpose.

Proceedings of the Madras Government, Revenue Department,
14th May 1872.

10. The ground, if excluded from the Cantonment, and sold by auction, would probably realize about Rs. 5,000. If not excluded from the Cantonment, it would not sell for so much, but still for a considerable sum.

11. If Government decide to restore the land to Mrs. Elizabeth Coelho on a fresh building-lease, compensation will not have to be paid to her; but if the land is sold to others, or appropriated for the Government or Roman Catholic Schools, compensation will probably be demanded.

12. If the land is sold by auction, the sum which will be realized will be far in excess of the amount of compensation which will have to be paid; but if it is given to the Bishop, or assigned as a Play-ground for the Provincial School-boys, the only manner in which funds could be provided to meet the compensation would be by selling a small portion of the ground. There is a portion attached to the compound, but separated from it by a ruined wall, and as this piece contains a good many cocoanut trees, the price it would fetch at auction would, I believe, be sufficient to meet the demands for compensation. The separation of this piece, marked A in accompanying plan, would not greatly diminish the extent of the garden, the rest of which would be amply sufficient for a Play-ground, or for the Roman Catholic Bishop's proposed schools.

13. Unless the land is granted on a building-lease, I should strongly advise it being excluded from the Cantonment. Its retention within Military limits will, as I have above stated, diminish its value if sold by auction; while, if granted as a Play-ground, or as a site for schools, it could not hereafter be used for Military purposes, and there would be no advantage, therefore, in keeping it within those limits.

No. 135. From the Head Assistant Collector in charge of South Canara, to the Officiating Chief Secretary to Government, Revenue Department, Fort St. George, dated Udipi, 25th March 1872, No. 368.

As directed in the Proceedings of Government dated the 6th instant, No. 399, I have the honour to submit herewith a copy of the lease therein called for.

No. 136. Endorsement of the Officiating Secretary to Government, Military Department, dated Fort St. George, 16th April 1872.

Read the following letter from the Quartermaster-General, to the Officiating Secretary to Government, Military Department, dated Fort St. George, 12th April 1872, No. 3,060.

In returning the papers regarding the disposal of the garden-site in the Cantonment of Mangalore, and lately belonging to Mrs. Coelho, received with your docket of the 9th ultimo, I have the honour to forward, for submission to Government, an original letter* from the Officer Commanding Mangalore, who represents that the ground is no longer required for Military quarters, consequent on the small number of officers with regiments under the present organization.

* No. 77, dated 30th March 1872.

2. His Excellency, therefore, recommends that the ground be thrown out from Military limits.

3. With regard to its ultimate disposal Sir Frederick Haines suggests it may be borne in mind how very much the Cantonment of Mangalore is shut in by trees and houses, and therefore the utilization of the ground which would leave it open would unquestionably be an advantage. His Excellency sees no objection to its being made over to supplement the ground which has been excluded from the Cantonment limits for the Provincial School requirements.

TRANSFERRED to the Revenue Department, in reply to Proceedings in that department No. 399, dated 6th March 1872, the enclosures of which are herewith returned.

(Signed) A. C. SILVER, Colonel,
Offg. Secy. to Govt., M.D.

No. 137. ORDER THEREON, 14th May 1872, No. 771.

Miscellaneous.

As His Excellency the Commander-in-Chief is of opinion that the block of land in question should be excluded from Cantonment limits, and as it appears from the Acting Collector's letter that, if so excluded, the land would probably sell for some Rs. 5,000, the Government are unwilling to deprive the former owners of the lease of so valuable a property, and resolve to authorize the Collector to replace Mrs. Coelho in her former position, and to restore the lease-document to her on condition of her reimbursing Government at once all expenses to which they were put on account of the Suit for ejectment, and on the understanding that the terms of the original lease must be fulfilled.

(True Extract.)
(Signed) W. HUDLESTON,
Officiating Chief Secretary.

To the Military Department.
,, the Board of Revenue.
,, the Collector of South Canara.

Exd. F. R. Bantleman.

No 368.

South Canara Collector's Office
on Circuit – Udipi 25th March
1872

From

J. Sturrock Esqre
Head Asst Collector in charge of
South Canara

To

W. Hudleston Esqre
Offg Chief Secretary to Government
Revenue Department
Fort St George

Sir,

As directed in the Proceedings of Government dated the 6th Instant No 399, I have the honor to submit herewith a copy of the case therein called for.

I have the honor to be,
Sir
Your most obedt Servant

J. Sturrock
Head Asst Collector
in charge.

Military Department.

Transferred to the Revenue Department, in reply to Proceedings, in that Department, No 399, dated 6th March 1872. The enclosure of Parkik are herewith returned.

Allison Lt
Offg Secy to Govt
for Chief Secy to Govt
Fort St George.
10 April 1872.

To
The Revenue Department

Fd No 10 Enclosures.
S.C. Collr's Proc. 25 March 1872
Copy Proc. 2nd April 1872

Military Dept 5th 1872 Department
No 1118.
Dated 1329.
From
The Chief Secretary
To
The Secretary to Govt
Military Department

Ordered by the Board
Dated 8th April
1872.
No 3050

E. [illegible]
Secy

Submit, herewith, the Proceedings of the Collector of South Canara, dated 25th ultimo, in the Case mentioned in the Margin.

S.C. No 1771-14 Dec
2
Transmitted

Quarter Master General's Office
Fort St. George 12th April 1872

No. 3060

From

Colonel Arthur Hawkett
Quarter Master General

To

Colonel A.C. Silver
Offg. Secretary to Government
Military Department

Sir,

I am returning the papers regard-
-ing the disposal of the Garden Site in the Canton-
-ment of Mangalore and Lately belonging to Mrs. Coelho
received with your docket of the 9th Ultmo, I have
the honor to forward for submission to Govern-
-ment an original Letter from the
No. 77 dated 30th March 1872.
Officer Commanding Mangalore
who represents that the ground is no longer required
for Military Quarters consequent on the small
number of Officers with Regiments under the present
Organization.

2. His Excellency therefore recommends
that the ground be thrown out from Military
limits.

3. With regard to its ultimate
disposal, Sir Frederick Haines suggests it may
be

Rec'd 18th April 1872
No. 1122
Dated 30th March 1872
Rec'd 1st April 1872
No. 368

No 135

S.G. Proc. 7/7-16 May

S. G. Proc. 25th April
C. Proc. 25th April

be borne in mind how very much the Cantonment of Mangalore is shut in by Trees and Houses and therefore the utilization of the Ground which would leave it open would unquestionably be an advantage. His Excellency sees no objection to its being made anew to supplement the ground which has been excluded from the Cantonment Limits for the Provincial School requirements.

I have the honor to be,
Sir.
Your Obedient Servant.

Colonel,
Quarter Master General.

Compd. Dft.

No. 1574.

6

Revenue Department

This Indenture made the First day of August in the Year of our Lord One thousand Eight hundred Eighteen Between the United Company of Merchants of England trading to the East Indies, on the one part and Mr H. Atkinson of Madras on the other part witnesseth, that the said United Company for, and in consideration of the Costs and Charges which the said Mr H. Athinson hath already been and shall be at, in Building and finishing a Brick Messuage or Tenement on the Ground hereunder leased and in making other improvements: in Consideration of the Term of Five Pagodas Current Money of Fort Saint George, to him paid by the said Mr H. Atkinson for the use of the said United Company, at or before the Sealing and delivering of these Presents, and also for and in consideration of the further Sums, Yearly and other Rents, and of the Covenants Provisos and Agreements hereinafter reserved and Contained, on the part and behalf of the said Mr H. Atkinson his Heirs, Executors, Administrators or Assigns, to be paid, done and performed, have demised leased, let, and to farm letten, and by these Presents do demise, lease, let and to farm let, unto the said Mr H. Atkinson his Executors, Administrators, and Assigns, All that Piece or Parcel of Ground, situated and

lying

thereof which may grow to the annoyance, grievance, or damage of the said Limited Company their Tenants or the inhabitants of their Ground Provided always that if the said Mr. H. Atkinson his Heirs, Executors, Administrators or Assigns, shall at any time or times during the term of the demise, fail in the performance of all or any of the Covenants and agreements which on the part and behalf of the said Mr. H. Atkinson his Heirs, Executors Administrators or Assigns are or ought to be done and performed, that then it shall and may be lawful to, and for the said United Company their Successors, and Assigns into and upon the said hereby demised premises or any part thereof, in the name of the whole to re-enter, and the same to have again repossess and enjoy as if this Lease had never been made, any thing herein Contained to the Contrary thereof in any way notwithstanding and the said United Company do hereby promise, Covenant, and agree to, and with the said Mr. H. Atkinson his Heirs, Executors, Administrators, and Assigns in manner and form following, that is to say, that the said Mr. H. Atkinson his Heirs, Executors, Administrators or Assigns paying the said Yearly Rent and Sums reserved, and performing the Covenants, herein before contained which on his part and behalf, are or ought to be paid

performed and kept, shall and may from time to time, and at all times hereafter for and during the term of this demise peaceably and quietly have, hold, use, occupy, possess and enjoy, the said piece or Parcel of Grounds with the appurtenance without the Lawful Let, Suit Trouble, Ejection or Disturbance of the said United Company, or any person or Persons what soever, lawfully Claiming or to claim, by, from, or under them, and also that he the said Mr. H. Atkinson his Heirs, Executors Administrators, or Assigns, fulfilling the Covenants and agreements, herein before Contained, and on his part to be performed and yielding and paying at the end and Expiration of the aforesaid term of Ninety Nine years, unto the said United Company their Successors or Assigns, the full and just sum of One hundred Pagodas, current Money of Fort Saint George, then this Lease shall and may be renewed for a further term of Ninety Nine Years, upon such term and Conditions as shall be Judged reasonable. In witness whereof F. W. Ellis Esqr as Collector of Madras and Register of Grants for and on behalf of the said United Company acting under due Authority delegated to him by the Honorable the Governor in Council of Fort Saint George, hath set his Hand and Caused the Seal

of the said United Company to be hereunto affixed, in Fort Saint George aforesaid, the Day and Year first above written.

Registered in the Cutcharyat Madras

(Signed) P. Allagasingara Naidoo

Registrar

(Signed) F. W. Ellis

Collector & Registrar of Grants

True Copy

C. Purnell

Assistant Collector
In charge.

Comp. 22

No 9

REVENUE DEPARTMENT.

Nos. 1122 & 1329.

From, Hd. Asst. Coll.r in charge of South Canara
To the Quarter Master General

~~From~~

Dated 25th March & 12th April 1872.

FOR ORDERS.

I would attach the land
to the Provincial Court
Circuits. I do not see
how any claim for en
croachments can lie under
the title deed - but would
fix Rs 800 as an act of
grace - I.O.C. Hut Tax Commr.

Rs 800 Z Rs pmil.

B/A.

I think the matter may be discussed in Council. Excluded from Cantonments limits. The land is worth 5000 Rs Can we dispose of this under the rules as proposed. by handing it over to the school. If it not remembered hard on Mrs Coelho.

BL

FOR ORDERS.

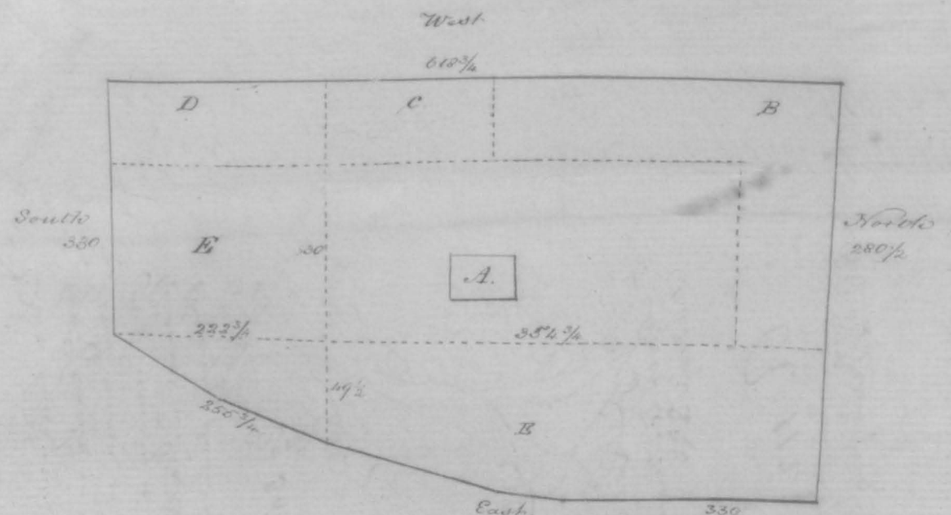
Regarding the disposal
of the Garden Estate lately
belonging to Mrs Coelho
at Bangalore.

C. No. 1329 & 1122

Council

C. 19th April 92 R. 25th

Copy of Plan of the Compound containing
201,188 ½ Square feet or 3 Caunies, 11 Grounds and
1988 ½ Square feet.



(True Copy)

J. Purnell
Head Assistant Collector
In charge.

Compd DR.

Revenue Dept.

No. 771

Proceedings of the Madras Govt.

Under date the 14th May 1872.

Read the following

letters: —

From the Actg. Collr. of S. Canara Requesting order as to the disposal of the garden lately belonging to Mrs Codko	H.E. 19th Decr. 1871, No. 1633.
From the Hd. Asst. Collr. S. Canara. Subng: Copy of the lease, called for by Govt. of the land above referred to.	H.E. 25th March 1872, No. 368.
From the Dy. Collr. General Subng: observations regarding the disposal of the Garden site lately belonging to Mrs Codko.	H.E. 12th April 1872, No. 306

As His Excellency the Commander-in-Chief is of opinion that the block of land in question should be excluded from Cantonment limits, and as it appears from the Actuary Collector's

Scan

S. D.

Collector's letter that if so excluded, the land would probably sell for some Rs 5,000, the Govt are unwilling to deprive the former owners of the lease of so valuable a property, and resolve to authorize the Collector to replace Mrs Coelho in her former position and to restore the lease document to her on condition of her reimbursing Govt at once all expenses to which they were put on account of the suit for ejectment, and on the understanding that

that the terms of the original lease must be fulfilled -

D

J. Military Dept. Dec 15 May
16 Board of Rev Smtto 11 Sud:
1. Clk of Smtto Canara

No 134-137

Lyd

Garden Seeds
belonging to
Mrs Coelho -

Ceres

Des Loon

172 R 8: May