



Articles of Agreement entered into the twenty eighth day of November One thousand eight hundred and seventy six Between The Right Honorable the Secretary of State for India in Council (hereinafter called 'the Secretary of State') of the one part and The Napier Foundry Company (Limited) (hereinafter called 'the Company') of the other part whereby the said parties mutually agree as follows.

1. The Forest Officer of the North Arcot District (hereinafter called 'the District Forest Officer') shall set apart the tract of Forest Land in the District of North Arcot within the following boundaries namely: On the North by the Cuddalore District on the East by the Venkatacherry Zemindari, on the South by the Kumbady Pollam and on the West by the line of the Madras Railway which tract contains forty two square miles or thereabouts in area.
2. Such tract shall be surveyed and demarcated as hereinafter mentioned at the expense of the Company but under the supervision orders and control of the District Forest Officer. Upon the execution of these presents the Company shall deposit with the District Forest Officer the sum of Rupees five hundred towards the cost of such survey and demarcation.
3. Such survey and demarcation shall first be made of the whole of the said tract and then such tract shall be divided into small blocks and demarcated each of which blocks shall represent an area of not more than one fifteenth of the whole tract. Detail Maps shall be furnished to the Company at

at the Company's expense when such survey has been completed by the District Forest Officer.

4. When such survey and demarcation as aforesaid shall have been completed one or more of the said blocks of land of the aggregate area of two and four fifth square miles (which area is estimated to bear sufficient wood for the manufacture of three thousand and six hundred tons of charcoal) shall be handed over by the District Forest Officer to the Company in each year during which this agreement shall continue in force and upon such handing over the Company, its servants and agents shall have the sole right and liberty to enter on such block or blocks so handed over as aforesaid and to fell the wood growing thereon for the purpose of manufacturing Charcoal in the manner and subject to the payment of the seigniorage and the observance of the conditions and restrictions hereinafter contained. Provided that the said Company shall not fell or injure any red-wood growing on such block or blocks nor such trees (which however shall not exceed twenty per acre in number) as shall be marked by the District Forest Officer and as to which the District Forest Officer shall have given a notice in writing to the Company requiring them not to fell the same and that the District Forest Officer and all persons acting under his orders and directions shall be at liberty to enter and view any block or blocks for the time being in the occupation of the Company under the terms of this agreement.

5. During such time or times as any portion or portions of the said tract of Forest land which shall have been so surveyed and demarcated as aforesaid shall not have been handed over to the Company in manner aforesaid for the purpose of occupation and use by the Company in manner aforesaid the District Forest

Officer or other the person or persons acting under the Orders successors or assigns shall be at liberty to graze Cattle thereon away all grass brushwood bamboos minor forest produce reserved wood growing thereon or to let out the same to whomsoever as the Secretary of State his successors or
Provided always that nothing herein contained shall restrict or interfere with the communal or other rights of natives on such portion or portions of land as last aforesaid for agricultural purposes and to gather fuel for domestic use and
6. When the Company shall have used all the wood in the tract under this agreement on the Block or Blocks so handed over and not before another Block or Blocks of the aggregate area of two and four fifth square miles shall be handed over by the District Forest Officer in manner aforesaid and may be occupied and used by the Company until the whole of the said tract of Forest land shall have been handed over to the Company for the purposes aforesaid and during so handed over the block or blocks previously handed over shall remain in the possession of by the District Forest Officer on behalf of Government and interests of the Company therein under these provisions and determine.

7. All charcoal made by the Company under this agreement shall be manufactured in Kilns according to the European method known as the Krockumbady by Mr. De Closets and the Company and shall be delivered to the Government at the rate of

and it is hereby agreed and declared that nothing shall be done by the Company or its servants or assigns or their successors or assigns

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4. When such survey and demarcation as aforesaid shall have been completed one or more of the said blocks of land of the aggregate area of two and four fifths square miles (which area is estimated to bear sufficient wood for the manufacture of three thousand and six hundred tons of Charcoal) shall be handed over by the District Forest Officer to the Company in each year during which this agreement shall continue in force and upon such handing over the Company, its servants and agents shall have the sole right and liberty to enter on such block or blocks so handed over as aforesaid and to fell the wood growing thereon for the purpose of manufacturing Charcoal in the manner and subject to the payment of the seigniorage and the observance of the conditions and restrictions hereinafter contained. Provided that the said Company shall not fell or injure any red-wood growing on such block or blocks nor such trees (which however shall not exceed twenty per acre in number) as shall be marked by the District Forest Officer and as to which the District Forest Officer shall have given a notice in writing to the Company requiring them not to fell the same and that the District Forest Officer and all persons acting under his orders and directions shall be at liberty to enter and view any block or blocks for the time being in the occupation of the Company under the terms of this agreement.

5. During such time or times as any portion or portions of the said tract of Forest land which shall have been so surveyed and demarcated as aforesaid shall not have been handed over to the Company in manner aforesaid for the purpose of occupation and use by the Company in manner aforesaid the District Forest Officer

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Officer or other the person or persons acting under the Orders of the Secretary of State his successors or assigns shall be at liberty to graze Cattle thereon and to cut off and carry away all grass brushwood bamboos minor forest produce and redwood and other reserved wood growing thereon or to let out the same to any other person or persons whomsoever as the Secretary of State his successors or assigns shall think fit.

Provided always that nothing herein contained shall operate in any way to restrict or interfere with the communal or other rights of Ryots or other persons to enter on such portion or portions of land as last aforesaid and to fell there wood for agricultural purposes and to gather fuel for domestic use and leaves for manure.

6. When the Company shall have used all the wood to which they are entitled under this agreement on the Block or Blocks so handed over to the Company as aforesaid and not before another Block or Blocks of the aggregate area of two and four fifths square miles shall be handed over by the District Forest Officer to the Company in manner aforesaid and may be occupied and used by the Company in manner aforesaid until the whole of the said tract of Forest land shall have been in the use and occupation of the Company for the purposes aforesaid and upon every fresh block being so handed over the block or blocks previously handed over shall be again taken possession of by the District Forest Officer on behalf of Government and all the rights and interests of the Company therein under these presents shall absolutely cease and determine.

7. All Charcoal made by the Company under this agreement shall be manufactured in Kilns according to the European method as practised at present at Hockumbady by Mr. De Closets and the Company shall manufacture not less than three thousand and six hundred tons of Charcoal within two years from the date hereof.

8. The Company during the first two years of this agreement shall pay to the Secretary of State his successors or assigns for each ton of Charcoal manufactured by the Company under this agreement a seigniorage thereon at the rate of Rupees two and Annas four per ton.

9. After the expiration of such period of two years if these presents shall not have been in the meantime determined in manner hereinafter provided the Company shall manufacture three thousand and six hundred tons of Charcoal at the

the least in each year during which this agreement shall remain in force and shall pay to the Secretary of State his successors or assigns Seignorage thereon at the rate of Rupees three and Annas eight per Ton for all Charcoal so manufactured.

10. All charcoal manufactured by the Company under this agreement shall be sent by the Company to its Foundry at Madras after such Charcoal has been weighed and the Seignorage due thereon determined by the District Forest Officer.

11. The amount of Seignorage payable by the Company on the quantity of charcoal manufactured by the Company under this agreement in each and every month shall be paid by the Company monthly within thirty days after the presentation of bills signed by the District Forest Officer to the Company by payment of such amounts into the North Arcot Treasury of the Madras Government at Chittoor or into a Treasury of the Madras Government at Madras.

12. If in any one year after the expiration of the said period of two years the Company shall not manufacture the full amount of three thousand and six hundred tons of Charcoal then and in either of such cases it shall be lawful for the Secretary of State his successors or assigns by any written notice of his intention so to do to put an end to this agreement and thereupon every matter clause and thing herein contained so far as the same relates to the Secretary of State his successors and assigns shall cease and determine.

13. On the execution of these presents the Company shall deposit with the District Forest Officer a sum of Rupees two thousand as security for the due and faithful performance by the Company of the provisions of this agreement.

14. In case of any neglect or default on the part of the Company to observe and perform all or any of the stipulations provisoes and agreements herein contained and on the part of the Company to be observed and performed the said sum of Rupees two thousand shall be held and retained by the Secretary of State his successors or assigns for and towards the liquidation of any claim the Secretary of State his successors or assigns may have against the Company by reason of such neglect or default or otherwise.

15. Provided always and it is hereby agreed and declared that nothing herein

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herein contained shall be construed to render the Secretary of State his successors or assigns in any way liable to any claim by or on behalf of the Company by reason of any failure on the part of the Secretary of State from any cause whatsoever to cause to be handed over to the Company any block or blocks of land in manner hereinbefore provided. In witness whereof the Honorable David Fremantle Carmichael Secretary to the Government of Madras, Revenue Department, by the orders of the Governor in Council of Fort Saint George acting for and on behalf of the Secretary of State and the Honorable Patrick Macfadyen, Chairman to the Board of Directors of the Company have hereunto set their hands the day and year first above written.

Witness to the signature of the above named David Fremantle Carmichael.

D. F. Carmichael

M. D. Gayer
Registrar Genl. Secy

Witness to the signature of the above named Patrick Macfadyen

J. H. Kingsley

Clerk to Messrs. Ashurst & Co.

P. Macfadyen

Chairman
Rajin Foundry Co. (P.L.)

year during which this agreement shall remain in force and shall pay to the State his successors or assigns Seigniorage thereon at the rate of Rupees three eight per Ton for all Charcoal so manufactured.

Charcoal manufactured by the Company under this agreement shall be conveyed to its Foundry at Madras after such Charcoal has been weighed and the Seigniorage due thereon determined by the District Forest Officer.

The amount of Seigniorage payable by the Company on the quantity of Charcoal received by the Company under this agreement in each and every month shall be paid by the Company monthly within thirty days after the presentation of the District Forest Officer to the Company by payment of such amount to the Chief Treasury of the Madras Government at Chittoor or into a Bank at Madras Government at Madras.

On any one year after the expiration of the said period of two years the Company shall not manufacture the full amount of three thousand and six hundred tons of Charcoal and in either of such cases it shall be lawful for the Secretary of State his successors or assigns by any written notice of his intention so to do to put an end to the agreement and thereupon every matter clause and thing herein contained so far as relates to the Secretary of State his successors and assigns shall cease and

On the execution of these presents the Company shall deposit with the District Forest Officer a sum of Rupees two thousand as security for the due and faithful performance of the Company of the provisions of this agreement.

In case of any neglect or default on the part of the Company to observe and perform any of the stipulations provisions and agreements herein contained the sum of Rupees two thousand of the Company to be observed and performed the said sum of Rupees shall be held and retained by the Secretary of State his successors or assigns towards the liquidation of any claim the Secretary of State his suc-

herein contained shall be construed to render the Secretary of State his successors or assigns in any way liable to any claim by or on behalf of the Company in respect of any failure on the part of the Secretary of State from any cause whatsoever to cause to be handed over to the Company any block or blocks of land in manner hereinbefore provided. In witness whereof the Honorable David Fremantle Carmichael Secretary to the Government of Madras, Revenue Department, by the orders of the Governor in Council of Fort Saint George acting for and on behalf of the Secretary of State and the Honorable Patrick Macfadyen, Chairman to the Board of Directors of the Company have hereunto set their hands the day and year first above written.

Witness to the signature of the above named David Fremantle Carmichael.

D. F. Carmichael

M. D. Gayer
Registrar Gen. Secy

Witness to the signature of the above named Patrick Macfadyen

P. Macfadyen

J. H. Kingsley
Clerk to Messrs. Acton & Co.

Chairman
Rajee Ramay Co. (Ld)

Presented at 1/4 past 12 noon on 8 February 1877
at the Office of the Secy. to the Govt. of Madras
Buildings, Beach, Madras, by

Raoofadger

Execution admitted by

Raoofadger, Chairman, Rajahmundry (P.W.)

Known personally to J. A. and
8 Feb. 1877. R. J.

Registered as No. 241 of
Book 1 vol. 120 pages
171 to 176.

9 February 1877

J. A. and
R. J.



This Indenture made the thirteenth
one thousand eight hundred and seventy seven Between
Secretary of State for India in Council (herein
-tary of State") of the one part and the within named Nap
Limited (hereinafter called "the said Company") of the other
mutually agreed between the said Secretary of State and
within written agreement shall be put an end to and
execute to each other such a release as is hereinafter con
witnesseth that in pursuance of the said agreement
the mutual release hereinafter contained be the said
hereby acquit release and discharge the said, Compa
assigns and the said Company doth hereby acquit
said Secretary of State his successors and assigns of
actions suits claims and demands

of the said Co
year first

Signed Secy

Charles G

in the presence

M.

Signed Secy

Alexander

in the presence

Francis

Clark

company have herewith set their respective hands and Seals the day and

led and delivered by the said
Albert Master

of
D. Gayer
Registrar Rev. Sect.
No 4, Sembodas Street
Black Town

led and delivered by the said

Mackenzie

of

de Silva

to Messrs. & Co.

Chatter
Secretary to Govt

Ammabunje
Chairman
Kapur Foundry, Co. D

Presented at 4-15 PM on
1877 at Bentinck's Bn
the office of Messrs. Ar
Ho. Madras by
Ammabunje

Execution admitted
Ammabunje. Chairman
Known personally to
24 August 1877.



Register
of Book
1564/187

27 August 1877

Dated

1876.

The Secretary of State for
India in Council

and

The Napier Foundry
Company (Limited.)

Rev. 5260/6. Rev. 321/77

Lang. 11/10/87 5/76

Agreement for the allot-
ment of land in North Street for
the manufacture of Charcoal.

Am 3683/71

Lang. 11/10/87 5/76

Rev 3824/71

Ms. B. 30-8-77 2/5006.

N^o 395.

Madras, 28th August 1877.

From

Ernest Barclay

Government Solicitor

Madras

To

C. G. Master Esq^{re}

Secretary to Government

Revenue Department

Fort St. George

Sir,

With reference to the Order of Government dated 15th August 1877, N^o 4575, Revenue Department, and its enclosure, I have now the honor to forward herewith to be kept amongst the records of Government the agreement between the Secretary of State for India in Council and The Napier Foundry Company Limited dated 28th November 1876 for the allotment of land in North Arcot for the manufacture of Charcoal, together with the Mutual Release endorsed on the said agreement, duly executed and registered.

I have the honor to be

Sir,

Your most Obedient Servant,

Ernest Barclay

Government Solicitor.

(1) Number of pages 8
(2) Date of repair 16. 2. 82
(3) Initials of the Referencer _____

TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Revenue

DEPARTMENT

G.O. No.	5006	Press.
B.P. No.		Mis.
Dated	30. 8. 1877	197

Not to be folded or roughly handled.