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MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No.

~~B.P. No.~~

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Dated

7. 7. 1876. 196

Not to be folded or roughly handled

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*Proceedings of the Madras Government, Revenue Department,
7th July 1876.*

No. 86. Read the following Proceedings of the Board of Revenue, dated 7th June 1876, No. 1,498:—

Read the following letter from J. H. GARSTIN, Esq., Collector of South Arcot, to C. A. GALTON, Esq., Acting Secretary to the Board of Revenue, dated Tindivanam, 5th May 1876, No. 189.

2. In 1805 the Madras Government granted to Captain Thomas A. Fraser a lease for ninety-nine years for the property situated on a portion of the Bandipoliam Hills near Cuddalore known as Mount Capper. The extent of ground comprised in the lease was C. 14, G. 3, Sq. feet 860, and at the time of its being granted, there were situated on it certain buildings in a more or less unfinished state.

3. The conditions of the grant were—

(1.) That an annual rent of P. 21, F. 8, C. 30 should be paid yearly on the 29th March, if lawfully demanded.

(2.) That at the end of every thirty years a fine of 30 Pagodas should be paid.

(3.) That he, his heirs, executors, administrators, and assigns should at their own proper cost and charges "well and sufficiently finish the said messuage and tenement, and the same being so finished shall at his or their own proper cost and charges well and sufficiently uphold, support, sustain, maintain, and amend the same from time to time and at all times during the said term."

(4.) That the property was not to be sublet to any one not under the license and protection of the Company.

(5.) That nothing should be done which might grow to the annoyance of the Company, their tenants or the inhabitants, or their bounds.

(6.) That in the event of Captain Fraser or any of his heirs, executors, &c., failing during the term of the lease to perform all or any of the covenants and agreements which ought to be performed then that it should be lawful for the President and Council on behalf of the Company to re-enter into the said premises or any part thereof in the name of the whole and to repossess and enjoy it as if the lease had never been made.

(7.) That at the end of the first ninety-nine years the lease might be renewed on payment of a fine of 100 Pagodas currency.

4. Ever since I joined the district in 1871, and I believe for some years before, some of the buildings at Mount Capper have been in a ruinous condition, but the quit-rent has been paid regularly on demand, up to the end of Fasli 1283, by Mr. J. D. Sim, late of the Madras Civil Service (a son-in-law of the late Captain, afterwards General, Fraser) through Messrs. Arbuthnot and Co., who also remitted me from time to time the pay which I disbursed monthly to two old gardeners, servants of the late General, who were in charge of the buildings. This practice of paying them was in force under my predecessor Mr. Reade, and I continued it. Only one of the two men is now alive.

5. On Mr. Sim's being about to retire from the service he informed Messrs. Arbuthnot and Co. that he declined to pay anything more on account of the property, that the old gardener should still receive his Rupees 3 a month till he

died, that the property had better be allowed to be sold for arrears of revenue as he could not give a good title with it, that he had no funds of General Fraser's at his disposal, and that the property was absolutely worthless.

6. I had demanded from Messrs. Arbuthnot and Co. the payment of the two fines of 30 Pagodas which were due in respect of this property, in common with all others held under similar grants, as well as the quit-rent for Fasli 1284, and it was in connection with this demand that Mr. Sim wrote as above, and pointed out to Messrs. Arbuthnot and Co. that the fines on these leases had been remitted by Government many years ago. This fact was also communicated to me in Board's Proceedings of the 14th May 1875, No. 1,293, on my referring the general question of levying these arrears of fines.

7. On Messrs. Arbuthnot and Co. communicating to me Mr. Sim's letter, I took steps to sell the property under Madras Act II. of 1864, and attached it previous to sale, and in the interest of Mr. Sim or of any other heirs to the late General Fraser's estate who might exist, proposed to sell the estate either in one, two or three lots. Here, however, I was met by the legal difficulty that no more of the property could be sold at once under the above Act than was sufficient to realize the arrear, and at this rate we might go on for the next thirty or forty years cutting down the trees, selling the tiles and fragments of the buildings, and finally portions of the land until it was all either sold or fallen piecemeal into the possession of Government.

8. I had called for the original lease with a view to submitting the matter for the Board's orders some time ago, but it was not shown to me, owing to some negligence on the part of some one in the office whereby the copy of Mr. Sim's letter was lost. A long search failed to discover it, and I had to write to Messrs. Arbuthnot and Co. for another copy. This reached me two days ago, and the papers being then all brought up to me, I read the copy of the original lease for the first time.

9. The Board will see from it, and from what I have stated, that the Government might have taken possession of the property at any time during several years past owing to some of the buildings being ruinous, and the refusal of Mr. Sim to pay any more quit-rent now renders it necessary to take action in the matter. I have therefore ordered the Tahsildar to re-enter on the property, and take possession of it on behalf of Government, and, pending their orders, under the terms of the lease, and request the Board's orders how to dispose of the arrears of quit-rent, of which strictly speaking two years were due on the 29th March last, though the rent was usually only demanded at the close of each fasli. I would recommend my being authorized to sell the property in a block by public auction to the highest bidder and to credit the proceeds to Government in realization of the arrears of quit-rent. I also strongly recommend that the old gardener be pensioned for life on the pay he now gets from me, viz., Rupees 3 a month. He is very old and infirm and not likely to live long.

10. I may mention that in 1812 the Revenue Board reduced the quit-rent to 1 Pagoda per Cawny, so that the annual quit-rent is only Rupees 49-1-8, and the arrears due on the 29th March last were Rupees 98-3-4, interest not being chargeable, apparently, as under Section 6, Madras Act II. of 1864, the property

being one held under a grant the provisions for realizing the rent provided in the grant must be followed.

SUBMITTED for the orders of Government with the Board's recommendation that the Collector's proposal to sell the property in one lot by public auction to the highest bidder be adopted. The property will probably realize considerably more than the arrears due, and the Board think that whatever surplus remains should be credited to Mr. Sim as General Fraser's representative. The gardener is of course not entitled to any pension from Government.

(A true Copy and Extract.)

(Signed) C. A. GALTON,
Acting Secretary.

No. 87.

ORDER THEREON, 7th July 1876, No. 924.

Miscellaneous.

THE lease clearly shows that on breach of covenant by the lessee or his heirs, executors and assigns—which breach has undoubtedly occurred, the property reverts in the Government.

2. While therefore the best way of disposing of the property is by public auction in one lot, as suggested by the Board, there is no ground apparent for paying any excess realised over the rent due, to the late lessee's representatives, in the present stage of the business, at which no claims of the kind have been advanced.

3. The gardener, it is observed, continues to be pensioned by Mr. Sim, who wishes to do this, while throwing up the property.

(True Extract.)

(Signed) D. F. CARMICHAEL,
Secretary to Government.

To the Board of Revenue.
„ the Accountant-General.

Exd. W. H. French.

No. 1,498.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 7th June 1876.

Read the following letter from J. H. GARSTIN, Esq., Collector of South Arcot, to C. A. GALTON, Esq., Acting Secretary to the Board of Revenue, dated Tindivanam, 5th May 1876, No. 189:—

I HAVE the honor to submit the following matter for the orders of the Board.

2. In 1805 the Madras Government granted to Captain Thomas A. Fraser a lease for ninety-nine years for the property situated on a portion of the Bandipoliam Hills near Cuddalore known as Mount Copper. The extent of ground comprised in the lease was C. 14, G. 3, Sq. feet 860, and at the time of its being granted, there were situated on it certain buildings in a more or less unfinished state.

3. The conditions of the grant were—

(1.) That an annual rent of P. 21, F. 8, C. 30 should be paid yearly on the 29th March, if lawfully demanded.

(2.) That at the end of every thirty years a fine of 30 Pagodas should be paid.

(3.) That he, his heirs, executors, administrators, and assigns should at their own proper cost and charges "well and sufficiently finish the said messuage and tenement, and the same being so finished shall at his or their own proper cost and charges well and sufficiently uphold, support, sustain, maintain, and amend the same from time to time and at all times during the said term."

(4.) That the property was not to be sublet to any one not under the license and protection of the Company.

(5.) That nothing should be done which might grow to the annoyance of the Company, their tenants or the inhabitants, or their bounds.

(6.) That in the event of Captain Fraser or any of his heirs, executors, &c., failing during the term of the lease to perform all or any of the covenants and agreements which ought to be performed then that it should be lawful for the President and Council on behalf of the Company to re-enter into the said premises or any part thereof in the name of the whole and to repossess and enjoy it as if the lease had never been made.

(7.) That at the end of the first ninety-nine years the lease might be renewed on payment of a fine of 100 Pagodas currency.

4. Ever since I joined the district in 1871, and I believe for some years before, some of the buildings at Mount Copper have been in a ruinous condition, but the quit-rent has been paid regularly on demand, up to the end of Fasli 1283, by Mr. J. D. Sim, late of the Madras Civil Service (a son-in-law of the late Captain, afterwards General, Fraser) through Messrs. Arbuthnot and Co., who also remitted me from time to time the pay which I disbursed monthly to two old gardeners, servants of the late General, who were in charge of the buildings. This practice of paying them was in force under my predecessor Mr. Reade, and I continued it. Only one of the two men is now alive.

5. On Mr. Sim's being about to retire from the service he informed Messrs. Arbuthnot and Co. that he declined to pay anything more on account of the property, that the old gardener should still receive his Rupees 3 a month till he died, that the property had better be allowed to be sold for arrears of revenue as he

could not give a good title with it, that he had no funds of General Fraser's at his disposal, and that the property was absolutely worthless.

6. I had demanded from Messrs. Arbuthnot and Co. the payment of the two fines of 30 Pagodas which were due in respect of this property, in common with all others held under similar grants, as well as the quit-rent for Fasli 1284, and it was in connection with this demand that Mr. Sim wrote as above, and pointed out to Messrs. Arbuthnot and Co. that the fines on these leases had been remitted by Government many years ago. This fact was also communicated to me in Board's Proceedings of the 14th May 1875, No. 1,293, on my referring the general question of levying these arrears of fines.

7. On Messrs. Arbuthnot and Co. communicating to me Mr. Sim's letter, I took steps to sell the property under Madras Act II. of 1864, and attached it previous to sale, and in the interest of Mr. Sim or of any other heirs to the late General Fraser's estate who might exist, proposed to sell the estate either in one, two or three lots. Here, however, I was met by the legal difficulty that no more of the property could be sold at once under the above Act than was sufficient to realize the arrear, and at this rate we might go on for the next thirty or forty years cutting down the trees, selling the tiles and fragments of the buildings, and finally portions of the land until it was all either sold or fallen piecemeal into the possession of Government.

8. I had called for the original lease with a view to submitting the matter for the Board's orders some time ago, but it was not shown to me, owing to some negligence on the part of some one in the office whereby the copy of Mr. Sim's letter was lost. A long search failed to discover it, and I had to write to Messrs. Arbuthnot and Co. for another copy. This reached me two days ago, and the papers being then all brought up to me, I read the copy of the original lease for the first time.

9. The Board will see from it, and from what I have stated, that the Government might have taken possession of the property at any time during several years past owing to some of the buildings being ruinous, and the refusal of Mr. Sim to pay any more quit-rent now renders it necessary to take action in the matter. I have therefore ordered the Tahsildar to re-enter on the property, and take possession of it on behalf of Government, and, pending their orders, under the terms of the lease, and request the Board's orders how to dispose of the arrears of quit-rent, of which strictly speaking two years were due on the 29th March last, though the rent was usually only demanded at the close of each fasli. I would recommend my being authorized to sell the property in a block by public auction to the highest bidder and to credit the proceeds to Government in realization of the arrears of quit-rent. I also strongly recommend that the old gardener be pensioned for life on the pay he now gets from me, viz, Rupees 3 a month. He is very old and infirm and not likely to live long.

10. I may mention that in 1812 the Revenue Board reduced the quit-rent to 1 Pagoda per Cawny, so that the annual quit-rent is only Rupees 49-1-8, and the arrears due on the 29th March last were Rupees 98-3-4, interest not being chargeable, apparently, as under Section 6, Madras Act II. of 1864, the property being one held under a grant the provisions for realizing the rent provided in the grant must be followed.

SUBMITTED for the orders of Government with the Board's recommendation that the Collector's proposal to sell the property in one lot by public auction to the highest bidder be adopted. The property will probably realize considerably more than the arrears due, and the Board think that whatever surplus remains should be credited to Mr. Sim as General Fraser's representative. The gardener is of course not entitled to any pension from Government.

(A true Copy and Extract.)

Acting Secretary.

To the Secretary to Government, Revenue Department.

Copy to the Collector of South Arcot.

Exd. W. H. French.

MADRAS.

MADRAS.

PROCEEDINGS, 7TH JUNE 1876, No. 1,498.

William Brewster

Emol.

Received 28 June 1907

JUNE.

No. 1,498.

Leasehold Property — of General T. A. Fraser, near Cuddalore in South Arcot District.

Leasehold Property — of General T. A. Fraser, near Cuddalore in South Arcot District. — Submitting to Government Collector's proposal to sell the — in one lot by public auction for arrears of quit-rent, and stating that whatever surplus remains should be credited to Mr. J. C. Sim, as General Fraser's representative, and that the gardener attached to the property is not entitled to any pension from Government.

[illegible]