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MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. <u>1455-A-455-B.</u>	Press Mis.
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GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

READ—the following extract from letter from H. P. GORDON, Esq., Collector of Bellary, to the Chief Secretary to Government, dated Mulpaugudi, 24th January 1882 :—

I enclose a memorandum by Dr. Brandis on the prospects of a scheme for leasing from the Rajah of Sandúr a portion of the Sandúr jungles.

* * * * *

My main object is the preservation of the Sandúr jungles from reckless destruction to meet the demand of the Bellary-Hubli Railway, but it happens that the scheme would also afford relief to the Rajah, who does not at present, and is not likely hereafter to, receive the fair value of his property. The conservation of these jungles as a permanent source of supply to Bellary and the Railway, which will soon come to the gates of Sandúr, cannot, it seems to me, be safely trusted to an embarrassed proprietor.

I have confidentially consulted Mr. Macartney on the probability of the Rajah consenting to a long lease of the jungles specified by Dr. Brandis. He thinks there would be no difficulty in arranging the matter if steps be taken at an early date. As soon as the extent of the demand for fuel becomes apparent, the difficulty will doubtless be increased.

The whole forest including the Komarasamy range has been leased out for two years together with the other contracts, but Mr. Macartney anticipates no difficulty in obtaining the rescission of the contract, so far as the portions proposed to be taken up are concerned. The terms of the existing contract specially provide against the cutting of green-wood and the supply of fuel to the Bellary-Hubli Railway. It will be quite impossible to enforce the latter condition, but the existence of these provisos will facilitate the operation of obtaining a relinquishment of part of the contract if Government is prepared to step in. The amount which the Rajah gets at present for the whole forest contract is about Rs 5,000.

Dr. Brandis has so fully considered the scheme from a forester's and from a financial point of view (so far as it can be considered at the present stage) that I need say nothing on these aspects of the case. Without the advantage of his great experience and knowledge, I should have been unable to frame any definite estimate of the prospects of the proposal.

I believe that the lease could be obtained at present at the rate of 4 annas (5 annas is the rate contemplated by Dr. Brandis) per acre, taking good and bad alike; and I would strongly urge that I be authorized to offer to rent on behalf of Government the Rámandrug and north-eastern ranges at that rate, in the manner proposed by Dr. Brandis.

A twenty-five years' lease, renewable at the option of Government for a similar period at the expiration of each term, would apparently meet the necessity of the case and would possibly appear to the Rajah to have less resemblance than a fifty years' lease to the relinquishment of a portion of his patrimony.

There can, I think, be no question that the lease would operate as much for the permanent benefit of the Sandúr State, as for the good of this District.

ENCLOSURE.

Memo. by Dr. BRANDIS.

SANDÚR FORESTS.

The Collector of Bellary and Political Agent has asked me to state my opinion regarding the project of leasing a portion of the Sandúr Forests.

* * * * *

2. I do not advocate any attempt being made to obtain a lease of the whole forests of the Sandúr State. Such an undertaking would entail interference with the inhabitants of the country, which would be most undesirable.

3. What I would recommend is, that a lease be obtained of the hill range on which Rámandrug is situated and which forms the south-western boundary of the State, as well as of the hill range which runs parallel to the Rámandrug range, and which bounds the State on the north-east side.

4. Besides these two ranges, which may conveniently be designated as the Rámandrug range and the north-eastern range, there is a third block of hills, on which the temple of Komarasamy is situated, south of the Sandúr valley and the Narihalla river. This block of hills covers a much larger area than either of the two ranges first mentioned, and it is reported to contain some good forest. But it is cut up by two large well-cultivated side valleys, and this, together with its vicinity to Sandúr, makes it desirable to exclude it from the present project.

5. The present proposal, then, is to obtain control of two distinct blocks of forest, which are situated on the two parallel hill ranges, north of the Narihalla river, by leasing them from the Rajah. No villages, or cultivated land, should be included in the area acquired under the lease, and the boundaries should be so selected as to leave a sufficient extent of forest land and

* Villages entered on Indian Atlas Sheet, No. 58 --

(1) Between the two Ranges--

1. Moderhally.
2. Yemmahally.
3. Sheranahally.
4. Hoomshahooty.
5. Bavihally.
6. Konapur.
7. Timlapur.

(2) On Rámandrug Range--

8. Ramannulla.

(3) In Main Valley--

9. Yettanahally.
10. Durampoor.
11. Konavahally.

grazing ground for the requirements of the villages in Sandúr territory, in the vicinity of the forest leased. This will not be difficult, for the number of villages near the hills proposed to be leased is small, probably not more than 10 or 11*.

6. It will probably be most convenient to fix a lump sum, to be paid annually to the Raja, for the lease of these forests, and the question is what is the maximum amount which Government would be justified in paying. The difficulty is that no accurate large scale map is available, which would enable us at the present

moment to determine the exact area proposed to be included within the lease. On the Indian Atlas Sheet, No. 58 (scale 4 miles = 1 inch) the boundaries of the Sandúr State are shown, but since that map was made, these boundaries have been revised, and temporary boundary pillars (heaps of stones with a post in the centre) have been put up, but no map, showing these boundaries, has been prepared. So much, however, is known, that the boundaries run along the outer foot of the hills both on the north-east and the south-west side, but that in several places, for instance near the village of Yettanahally, on the Bellary road, they extend beyond the foot of the hills, into the plains.

7. The following estimate of the area, proposed to be leased, has been prepared from such data as are available, and must be regarded as a rough approximation only:—

Rámandrug Range.—The length of this range, from the northern boundary of the State to the Narihalla river, is about 12 miles, with an average width of about $2\frac{1}{2}$ miles, giving an area of about 30 square miles. The village of Rámandrug, and the forest to be assigned to it, will be an enclosure in this area, and making needful allowance on this account as well as on account of the land which must be excluded near the Narihalla valley, about 24 square miles of forest land will probably remain available.

8. On the north and south-west sides this block will be bounded by the boundary of the Sandúr State. The north-eastern boundary may conveniently follow the road from Hospet to Rámandrug, for some distance, perhaps for about 4 miles. Further south the road rises and approaches the crest of the range, and the boundary line must be cut lower down near the bottom of the valley. After examining the locality we have come to the conclusion that it may

* The road may be crossed at either of two places: above a large field close to, and on the south side of the road, or at a saddle about a mile higher up.

The southern boundary, near the Narihalla river, must be laid so as to exclude a sufficient area of forest land for the villages in the vicinity.

9. These boundaries will, as already explained, include an area, which, from the data available, we estimate at 24 square miles, or say 15,000 acres. Of this area, about 1,500 acres below the Military Station of Rámandrug, situated near the crest of the hill, on the eastern slope, have been protected for a considerable number of years, are well stocked, and are to a great extent safe against fire, the grass having been killed by the cover overhead.

Of the remainder, a portion of the eastern slopes are fairly well stocked with saplings, and small poles, up to 15 feet high; but with a large amount of grass from 4 to 6 feet high, which is burnt annually between December and February. The plateau is not very broad, except at Rámandrug itself, and is mostly stocked with grass, with isolated groups of trees.

On the west side the heads of ravines and valleys are fairly well stocked with saplings, poles and stunted trees; but the lower slopes have been much denuded.

10. It will, here, be well to give a brief account of the principal trees which constitute the forest on these two Ranges. At the foot of the hills and on the lower slopes, *Acacia catechu* and *Dodonaea viscosa* are exceedingly common, both more or less gregarious, and often associated with Teak, *Terminalia tomentosa*, and the other trees of the dry forest, and with various thorny shrubs, of which *Celastrus Senegalensis* is the most common. On the north-east side *Albizia amara* is frequent near the foot of the hills. Here and there stretches occur stocked with *Harlowia binata*. In ravines and along stream beds *Pongamia glabra* and *Vitex negundo* are common. Higher up we find the trees of the ordinary deciduous forest, the principal being, in order of predominance, *Terminalia tomentosa*, *Diospyros melanoxylon*, *Tectona grandis*, *Anogeissus latifolia*, *Lagerstræmia parviflora*, *Spathodea crassa*, *Buchanania latifolia*, *Phyllanthus emblica*, *Soymida febrifuga*, *Boswellia thurijera*, *Choloroxylon swietenia* and *Santalum album*. At higher elevations, say, about 2,500 feet, the forest somewhat changes its character, the dominant trees being *Terminalia bellerica* and *Chebula*, *Diospyros montana*, *Cordia Macleodii*, *Pterocarpus marsupium*, *Dalbergia latifolia*, *Careya arborea*, *Kydia calycina*, *Eugenia jambolana*, *Putranjiva Roxburghii*, *Mimusops elengi*, *Schleichera trijuga*, with the small Bamboo, *Dendrocalamus strictus*.

The forest is dense and compact only on the area protected near Rámandrug; elsewhere it is open and consists of saplings and small poles up to 15 feet high, excepting the Teak, which has, to a certain extent, been preserved, and of which well-grown poles up to 30 feet high are not uncommon.

Excepting the protected area already mentioned and some portions of the Rámandrug plateau, fires pass through the forests annually, but in spite of this, the stature of the saplings and poles is excellent, with terminal shoots up to 2 feet long. The soil is most favorable for the growth of forest, and there is no reason to doubt that under efficient protection a dense, compact, forest, 40–60 feet high, would grow up, wherever the slopes are not precipitous, or the rock is not close to the surface.

11. The first step, in case a lease is secured, would be to make a road along the north-eastern and southern boundary, and, in selecting the boundary line, it should be borne in mind that for as long distances as possible this road should be made practicable for cart traffic. The wood cut on the eastern slope would then be exported partly by the Rámandrug-Hospet and Rámandrug-Bellary roads, or if below them, by the boundary road. On the north and south-west sides the leased forest would adjoin the forest proposed to be reserved in British territory, and on these sides it would not be necessary to construct a road along the Sandúr boundary.

12. With these adjoining portions of British forest there would then be a compact block of forest about 15 miles long and measuring (making allowance as suggested above) 21,000 acres, according to the data at present available. As this entire block must be managed on one system, it will be convenient briefly to state my view regarding the plan which should be followed at the outset.

13. The first step must, as a matter of course, be, on the British side, to enquire into the *bonâ fide* requirements in the matter of wood and grazing, of the adjoining villages, into any rights which may exist, and to fix the boundary of the reserved forest in British territory accordingly. Permanent boundary marks should be erected, and, in the present case, it will be convenient to construct a road, practicable for carts, all along or near the boundary line, as far as the nature of the ground will permit.

14. As on the east side the villages are few and an area of forest, sufficient to satisfy their requirements, will have been excluded, it will be possible, at once, to place the whole area, down to the boundary line, under strict protection, and to exclude fires on the whole of this slope. This must be done by burning the grass outside the boundary line, as early in the season as possible, and by burning interior lines all round the enclosure of Rámandrug village, on both sides of all roads which pass through the block, and otherwise along prominent and accessible side spurs, projecting from the main range. At first, I advocate that fire protection be limited to the eastern slopes, the area thus protected being bounded on the west side by a broad fire-line which must be burnt along the crest of the ridge from end to end.

15. On the British side it may be found necessary, at the outset, to permit (against payment) the cutting of wood and the grazing of cattle, but gradually this area, or at least the greater portion of it, should also be placed under strict protection, and this may, perhaps, be managed most conveniently by running transverse fire-lines from the crest of the hill to the boundary line, following the main lateral spurs of the range. If this plan is followed it may be found possible to permit, if such should be deemed necessary, against payment, cutting and grazing in certain blocks extending from the boundary road to the crest of the hill. I cannot sufficiently urge that, in a hilly country like this, inspection paths must always be made along fire-lines. If this is neglected, fire protection is made exceedingly difficult. These suggestions regarding roads must not be misunderstood. Boundaries and fire-lines should, in a hilly country, be made accessible, as far as possible, by paths running along them. The system of export roads must be regulated by the configuration of the country. When export roads can conveniently be made to follow the lower boundary line, this will be found to be a convenient arrangement. But in many cases this would not be practicable, and they must rather follow spurs, ridges, and stretches of high ground.

16. These remarks have here been inserted in order to give an idea of the work that has to be done and the money that has to be spent in order to place these forests upon a satisfactory footing. The work on the Rámandrug range, including the adjoining British forests, should be completed and fire protection should be fully ensured before the work on the north-eastern range is taken in hand. On this range it will probably only be possible to lease an area of, say, ten miles long, and on average 2 miles wide. On the north and east this area will be limited by the Sandúr boundary, while on the two other sides the boundaries must, after due enquiry, be so laid down as to leave out sufficient forest for the requirements of the Sandúr villages.

The average width of the Sandúr territory, north of the southern limit of the two blocks proposed to be leased, may be estimated at $6\frac{1}{2}$ square miles, so that on an average a width of 2 miles will be left open for the requirements of the villages situated between the two blocks.

The details are as follows:—

Average width of Rámandrug block	...	...	...	...	Miles.
" " North-eastern block	...	...	...	...	2
" " left for villages	...	...	...	...	2
Total average breadth of territory	...	...	...	...	6

The north-eastern block will thus comprise 12,000 acres, and to this it will probably be possible to add 2,000 acres of adjoining land in British territory, making the entire block on this side 14,000 acres.

17. The next point to be discussed is what income may be expected from the forests here proposed to be leased. Under the present system of management the revenue yielded by the forests to the Rajah amounts only to Rs. 4,500 annually. Dues are levied for wood, bamboos and grazing, and the right to levy these dues is leased annually to a contractor, who also farms the Abkári and Octroi. The total amount paid to the Rajah during the current year, on these accounts, is only Rs. 9,000. It is however acknowledged that under better management a much larger revenue might be derived from the forests.

18. The total area of the Sandúr State is stated (page 241 of the Bellary Manual) at 140 square miles, of which I should say that hills, forest, and grazing ground occupy at least one half or 70 square miles. Of this area it is proposed to lease 24 square miles on the Rámandrug and 20 square miles on the north-eastern range. It has also been explained that, at the outset, only the eastern slopes of the Rámandrug range will be closed, and that at first the whole of the remaining forest will remain open. Considering all circumstances, it seems probable that, under good management, a revenue of Rs. 3,000 a year may be obtained from forest dues paid by the villages in British territory, who have hitherto been in the habit of providing themselves on payment with wood and grazing from the Sandúr State.

19. At present the Sandúr forests not only supply the requirements of the villages in the Sandúr territory, but also furnish forest produce, on a large scale; such as charcoal for the iron furnaces of Kamalapuram and other British villages, pasture and wood for numerous villages between the Sandúr hills and the Tungabhadra river, and a large proportion of the fuel and ordinary building wood used at Bellary. As far as these requirements have hitherto been met from the forests now proposed to be leased, they will continue to be supplied from them, although it will be necessary to regulate cutting and grazing and to watch closely in order to guard against waste and injury to the forests.

20. So far concerning the revenue expected to be realized from the open forests. From the forests proposed to be closed and strictly protected against fire, the only important revenue that can, at present, be expected is by the cutting of fuel in the 1,500 acres of protected forest below Rámandrug. Here, as soon as the boundaries have been demarcated, and fire protection

has firmly been established, say, two years after the lease has been concluded, cuttings may commence in this protected portion. I am disposed to suggest that 150 acres annually be cut over, leaving only a number of well-grown and vigorous poles of Teak, Yapi, and other trees, likely to be used for timber, standing on the ground. These cuttings should be made in narrow bands not exceeding 50 yards in width, which should, as much as possible, run in horizontal lines. The stumps should be carefully cut, so as to facilitate the growth of coppice shoots, and if this is done, and fires are excluded, it seems probable, judging from the length of one season's shoots, that ten years will suffice to produce a complete growth, fit for fuel. Considering the character of the forest, it seems likely that the outturn of the first cutting will be not less than 5 tons, or say 250 cubic feet of solid wood per acre, and it seems probable that it will be much more.

21. The rate of seigniorage paid by Railways, at present, is only Rs. $2\frac{1}{4}$ per ton, or about 9 pies per cubic foot of solid wood. This is under the existing system of permitting contractors to cut in the forests. But in the Sandúr forests, which are surrounded by a vast area of forestless country, it will be necessary to adopt a different plan when the Bellary-Hubli line has been opened, in order to guard against waste and injury to the forests. In any case the cuttings must at the outset be made under close supervision, and it seems not unreasonable to expect that under good management, Government will realize a net revenue of Rs. 4 per ton from these cuttings.

22. Accepting this estimate, the two main items of revenue will, during the ten years following the first two years, yield the following amounts:—

	Rs.
By Forest dues	3,000
„ Sale of fuel	3,000
Total	6,000

Good management will doubtless develop other sources of forest revenue, such as the sale of grass, myrobalans, which are plentiful, and other forest produce. But at the outset, I am not disposed to estimate a larger income than Rs. 6,000 a year.

23. At the end of the first 12 years, if fire protection has been successful, the whole of the north-eastern slopes of the Rámandrug range will be fit for cutting, and the area to be cut over, annually, can then probably be increased to 600 acres, which will yield, at least, 3,000 tons, and a revenue of Rs. 12,000. There seems no doubt that the Railway will consume this quantity. And there is no reason to anticipate a decrease in the revenue from forest dues, so that after 12 years the annual income will amount to Rs. 15,000.

24. Meanwhile fire protection will gradually be extended on a large portion of the area, and as soon as this has been accomplished, matters will assume a different aspect, which may be sketched as follows:—

Rámandrug Range.	SOLID WOOD.
North-eastern slope 6,000 acres, at 25 cubic feet per acre, per annum	150,000 Cubic feet.
Plateau and south-western slopes, 9,000 acres, incompletely stocked, at 3 cubic feet per acre, per annum	27,000 „
North-Eastern Range.	
12,000 acres, at 3 cubic feet per acre, per annum	36,000 „
Total	213,000

or 4,260 tons, which ought to yield, at Rs. 4 a ton, a net annual income of Rs. 17,040. By that time Teak, Yapi (*Hardwickia binata*) and other woods, suitable for timber, will have attained marketable size, and will realize higher rates than Rs. 4 a ton. I do not, however, undertake to estimate the amount which the sale of timber will produce, nor the increasing productiveness of the forest area. Suffice it to say, that the area proposed to be leased, which is estimated, at present, at 27,000 acres, ought, say 2 years hence, to yield a net income of not less than 20,000 rupees. In this amount I still include Rs. 3,000 for forest dues; for although, at first, cattle must be excluded from areas in which fire protection is attempted, yet, as soon as fire protection has been fully established, cattle can again be admitted. And for the provision of wood to the adjoining villages, the needful arrangements can be made.

25. Against this income stands the outlay for protection and management, and the interest on the capital outlay, which must be incurred, in order to place these forests upon a satisfactory footing. On these matters, however, the experience of forest administration in the Madras Presidency has not yet furnished definite data, and hence the figures here entered must

Leased forests	...	...	...	...	...	...	ACS.
Adjoining Br. forests	...	...	...	...	...	...	27,000
	...	...	...	...	...	...	8,000
							35,000
Total	...						35,000

Permanent Establishment—		Per Annum.	
Share of Divisional Officer	...	RS.	
2 Foresters @ Rs. 25 each, per mensem	...	2,500	
5 Guards @ Rs. 6 each, per mensem	...	600	
	...	360	
		<hr/>	3,460
Fire Protection—			
48 Watchers @ Rs. 4 each per mensem			
for six months to watch 80 miles of			
outer boundary and 160 miles of			
internal lines—total 240 miles at 5			
miles per man ($48 \times 24 = 1152$) say	...	RS.	
Clearing and burning of lines	...	1,200	
Contingencies	...	600	
	...	740	= 1,800
	...		= 740
		<hr/>	Total ... 6,000

Construction of 80 miles of cart road at Rs. 500 per mile, on an average	...	...	=	Rs. 40,000
Construction of 160 miles of inspection paths at Rs. 25 per mile	...	...	=	" 4,000
Boundary marks on 80 miles	...	...	=	" 1,600

Total ...	45,600
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This capital outlay will be spread over the first five years. The amount, presented in a summary manner, stands as follows :—

Management and protection	Rs.
Interest on outlay	6,00
	2,28

This is for the whole area of 35,000 acres.
For the leased forest only, the annual outlay would amount to Rs. 6,387.

26. The income has been estimated as follows :—

	Total ...
During the ...	

	Rs.	per annum.
During the first 2 years	3,000	
During the next 10 years	6,000	
From the 12th to the 27th year	15,000	"
After the 27th year	20,000	"

After the 27th year the income will increase steadily, and having regard to the circumstances of the case it is not unreasonable to expect that it will rise to a very considerable figure.

The annual outlay, including interest on capital expenditure incurred during the first five years has, as explained above, been estimated at Rs. 6,387 a year.

After the 12th year, therefore, a surplus of Rs. 8,613 and

will be available.

27. If the forests

27. If the forests are not leased, it may be regarded as certain, that on the construction of the railway the whole of the wood on them will be cut, and that they will be denuded within a very short time. Whereas, if placed under the control of Government, they will furnish a certain supply of wood annually, which will increase steadily. Apart from providing a permanent supply of wood and timber, the lease of these forests will have other great advantages.

28. These considerations should, to some extent, influence Government in determining the annual payment which should be offered for the lease of these forests. It will be understood that it is out of the question to make an exact forecast of the income that may be expected, and the outlay which the measures here suggested will entail. The figures stated in the present memorandum are given with the view of illustrating the proposals here made, but they are not intended to furnish exact data for calculating the annual payment which may be made for securing the lease of these forests.

* The annual payment made to the Rajah of Buschur, in the north-west Himalayas, for the lease of his forests is Rs. 10,000, and the sum paid for the lease of the forests in the Chumba State Rs. 20,000. The forests which by these agreements are placed under the control of the British Government are much more extensive than the forests proposed to be leased in the Sandur State. But it must be borne in mind that the Sandur forests are exceptionally valuable, being the only forests in a vast area of forestless country.

The offer might be formulated at a fixed rate of, say, 5 annas per acre all round, good and bad, and this offer might perhaps induce the Rajah to arrange the boundaries so as to be of Rs. 10,000, which of course would be an offer, but the boundaries should be so fixed as to leave the land conveniently situated, to provide for the requirements of the forests.

30. If these suggestions are accepted, and if the Rajah agrees to the lease, then I would suggest that a party of the Madras Revenue Survey, who, I understand, are at present working in the Bellary District, be employed, without delay, to make a survey of that portion of the Sandūr forests to which the present suggestions relate. And this survey might conveniently include the adjoining British Forests. The scale which I would recommend for this survey is two inches to a mile, which is sufficiently detailed for all present purposes. Before the survey is made, temporary boundary marks, round the area proposed to be leased, should be placed on the ground, so as to enable the survey to enter the proposed boundary line on the map, and to calculate the area included within it.

It should, however, be stipulated that both the British Government and the Rajah should be at liberty to modify the boundary, in minor points, within, say, six months from the completion of the survey.

D. BRANDIS
Inspector-General of Forests (on special duty).

READ—the following telegram to the Government of India, Home Department (in cipher), dated 7th February 1882:—

Brandis strongly advocates lease from Sandúr State of forest tracts at maximum rent of Rs. 10,000 with special view to conservancy of existing supply and improvement of future yield in the bare Bellary District and to the certain prospective needs of Bellary-Hubb Railway.

We approve.
May we negotiate.
Wire reply in cipher.

The following message in cipher from the Home Department of the Government of India was received on 10th February 1882:—

“ Lease of Sandár forest sanctioned.”

READ—the following letter from C. G. MASTER, Esq., Secretary to Government, Revenue Department, to the Collector and Agent, Bellary, dated 10th February 1882:—

I am directed with reference to your demi-official letter to Davidson, dated 24th ultimo, enclosing a memorandum by Mr. Brandis, to inform you that the Government of India have consented to a lease of the forest tracts in Sandūr being negotiated, and to authorize you to proceed to the settlement of preliminary arrangements, first obtaining the consent of the Rajah for the lease of the tracts specified by Mr. Brandis for 25 years, renewable then, and at the expiration of every succeeding term of 25 years, at the option of Government, at 4 annas yearly per acre, up to a maximum of Rs. 10,000.

As soon as this consent is assured, demarcation and survey will be started, and the Forest Department will take charge. You should lose no time in bringing the matter to a definite issue, as it is important that the lease should be obtained as soon as possible.

The form of lease should, of course, be prepared in communication with the Government Solicitor.

I enclose copy of Mr. Brandis's memorandum, the original will be retained here.

READ—the following extract from letter from H. P. GORDON, Esq., Collector and Agent of Bellary, to the Secretary to Government, Revenue Department, dated Bellary, 20th February 1882.

As directed in your demi-official (without date) received on the 11th instant, I have entered into negotiation with the Rajah of Sandūr for the lease of the jungles specified by Mr. Brandis in his memorandum. I proceeded to Sandūr and saw the Rajah with reference to the matter. He has assented to the grant of a lease on the basis of rent at 4 annas per acre. Before leaving Sandūr, I drew up a memorandum† of the terms upon which Government was willing to rent the land and left it with the Rajah, requesting him to make himself thoroughly acquainted with its contents, and then to write to me on the subject. I have since received his adhesion to the proposed basis of negotiation in writing.

A perusal of the memorandum will show that I undertook to recommend to Government that, in the event of the specified tracts containing an area insufficient to yield a rental of Rs. 10,000 per annum, they should take up so much of the Dóni Malay range, as would suffice to supplement the area required to produce that rental.

The Dóni Malay range is a continuation of what Mr. Brandis terms the north-eastern range, and is separated from the main Komarasamy range by a considerable valley. It runs about south-south-east from Yettinkully and borders British territory. It is the portion of the Sandūr Hills which is nearest to Bellary. There do not appear to be any of the objections which Mr. Brandis anticipated to its acquisition.

I made this proposal, because I found that the Rajah was unwilling to accept an arrangement under which he might, if the survey showed the area to be much less than was anticipated, be no gainer while the forest would pass out of his control for a long period of years, and because I was satisfied that the portion of jungle in question would be a valuable addition to the tract.

I have to request that I may be informed whether Government assent to the proposal. On talking over the subject, I found that General Beresford had obtained from the Rajah his consent to an agreement, conveying to him the right of prospecting for minerals throughout his territory, on the basis of a similar grant made by the Mysore Government.

The agreement has not yet been signed, but the terms proposed and agreed to informally by the Rajah include the right of taking up five plots not exceeding

two square miles in extent each, on lease, wherever General Beresford or his Agents may elect, within two years from 1st February 1882.

It is obvious that the selection of land within the proposed tracts by General Beresford might so cut up the reserve that it would not be advisable to retain it.

As I have said what the Rajah assented to was a lease in accordance with the terms of a certain Mysore grant—that grant provides that “no Inam or occupied land should be comprised in a selected block, unless the lessee could himself buy out the holders or make their own terms with them as to the cession of their rights.”

The agreement which has been submitted by Messrs. Barclay and Morgan (General Beresford's Solicitors) to the Rajah for his signature does not, however, contain any proviso as to “occupied” land, and the omission of this important proviso will be objected to on behalf of the Rajah.

If then the tracts required could be at once leased by Government, there would seem to be no chance of interference from this quarter, and I would propose that I be authorized to take up at once the two tracts specified by Mr. Brandis *en-bloc*, without attempting any careful limitation of the boundaries, (which will take time) on the understanding that all rectifications of the boundary required shall be made within six months, and that rent shall be payable only upon the area finally determined upon.

As I think it highly probable that the area of the two main tracts will fall short of 40,000 acres, and as the acquisition of a certain income of Rs. 10,000 per annum is the motive which induces the assent of the Rajah, I would propose that I be authorized to take the same course as regards the Dóni Malay range.

ENCLOSURE.

Confidential Memorandum for the information of the Rajah of Sandūr, dated 14th February 1882.

The terms on which the Collector of Bellary is authorized to propose to rent certain forest land from the Rajah of Sandūr are as follow:—

That Government pay the Rajah 4 (four) annas per acre per annum for all land rented by them, taking good and bad at the same rate.

That the extent of the acres selected be determined by survey and at the cost of Government.

That the Rajah grant to Government a lease for 25 years of the selected tracts, renewable at the option of Government at the end of that period, and on the expiration of every succeeding period of 25 years on the same terms.

That no restriction whatever be placed upon the use and disposal by Government of vegetable products of the soil leased, and that all the privileges enjoyed by existing Forest Contractors be continued to Government.

That the lease accord to Government the right of exclusive possession during their lease of the said land.

The areas which the Collector is authorized to propose to lease are the tracts of hill which may be described as:—

(i.) The Rámandrug Range, extending from Kalhully limits on the north-west to the Kanivehully road on the south-east.

(ii.) The Jambanath and Timmana Good range,* extending from the British boundary on the north-west near Kalhully to such point near Yettinhutty as may hereafter be determined.

* This is termed in Mr. Brandis's Memorandum, the North-Eastern Range. (Initialled) H. P. G.

These are the tracts which the Collector is at present authorized to propose to rent at such annual amount not exceeding Rs. 10,000 as the rental of the aggregate area, at the rate of 4 (four) annas per acre may represent.

Should their aggregate area fall short of 40,000 acres, the Collector will recommend to Government that so much additional land be taken up on the Dóni-Malay range (i.e., the range of hill extending southwards from the Yettinhutty Pass to Ooblagudy and beyond), and east of the Hoshully valley as will bring the area leased up to a rental of Rs. 10,000 per annum.

The above offer must be taken subject to withdrawal if Government be advised that the terms of the agreement for the grant of mining leases, which the Rajah is understood to be about to enter into with General Beresford, will materially affect the proposed lease of the land for forest purposes.

READ—the following letter from C. G. MASTER, Esq., Secretary to Government, Revenue Department, to the Collector of Bellary, dated 4th March 1882:—

In reply to your demi-official, dated 20th ultimo, I am to tell you that your action is approved, and that Government assent to the proposals made to the Rajah of Sandúr as specified in your letter and the memorandum enclosed therein. I am now to request that you will complete the negotiation as soon as possible, stipulating at the same time that the tracts included in the lease are not to be affected by any lease the Rajah may be thinking of granting to General Beresford.

+ Returned herewith; copy retained.

2. It is desirable that you should warn the Rajah with reference to his action about mining leases, that the Government could not abstain from interfering to protect private rights should any act of his tend to sacrifice them.

READ—the following extract from letter from H. P. GORDON, Esq., Collector of Bellary, to the Secretary to Government, Revenue Department, dated Rámandrug, 17th April 1882:—

With reference to Mr. Master's demi-official of 4th ultimo, I enclose a provisional lease executed by the Rajah of Sandúr, and request that a counterpart thereof may be made and signed on behalf of Government for delivery to the Rajah. Mr. Macartney informs me that it has never been usual for leases granted by the Rajah in Sandúr to bear stamps. You will observe that the lease is to commence from the 1st May. I presume therefore that communications on the subject may henceforward be carried on in the ordinary official course. I have asked Mr. Macartney to proclaim the lease to Government on the 30th instant, unless he hears from me in the mean time.

No mining lease will be granted to General Beresford until we have taken possession, and the insertion of a clause in the agreement with General Beresford saving the rights of occupants will be insisted upon by Mr. Macartney.

I have conveyed to the Rajah the warning contained in paragraph 2 of Mr. Master's letter under reply.

Mr. Macartney has obtained the rescission of the existing forest contracts with effect from the 1st May, on payment of compensation. To prevent the injury to the forests which would probably result from their being left unguarded for any time, it will be necessary to employ some establishment at once. If, therefore, the matter of the lease has not as yet been officially communicated to the Revenue Board, I have the honor to request that that step may be taken. I should then be in a position to apply for funds from the Jungle Conservancy Funds.

The demarcation of the tracts will occupy some time, and will need my personal supervision. I propose to proceed with it as soon as Mr. Brougham, the Deputy Conservator, can join me here.

ENCLOSURE.

Provisional Lease of Forest Land granted by the Rajah of Sandúr, to Her Majesty's Government of Madras, dated Sandúr, 5th April 1882.

Ramchander Vittul Rao, Hindu Rao, Ghorepady, Rajah of Sandúr, in his own name and in that of his heirs, successors and assigns, hereby lets, and Her Majesty's Government of Madras

accept, in lease for the period of twenty-five years, from the 1st day of May 1882, renewable at the option of the said Government at the end of that period, and on the expiration of every succeeding period of twenty-five years on the same terms, up to 40,000 acres of the tracts of Hill situated in the Sandúr territory, and which may be described as follows:—

- (i.) The Rámandrug Range, extending from Kalhully limits on the north-west to the Kanivehully road on the south-east.
- (ii.) The Jambanath and Timmana-Good Range, extending from the British boundary on the north-west near Kalhully to such point near Yettinhutty as may hereafter be determined.
- (iii.) In the event of the aforementioned two ranges falling short in their aggregate area of the required 40,000 acres, as much of the Doni Mallay range (i.e., the range of hills extending southward from the Yettinhutty Pass to Ooblagudy and beyond and east of the Hoshully valley) as will bring the aggregate area of the land herein leased up to 40,000 acres.

The said Ramchender Vittul Rao, Hindu Rao, Ghorepady, warrants to Her Majesty's said Government of Madras, the free and unmolested possession and use of the said lands for the time specified against all intrusion whatsoever, and agrees that no restriction whatever shall be placed upon the use and disposal by the said Government of Madras of vegetable products of the soil leased, and that all the privileges hitherto enjoyed by Forest Contractors shall be continued to the said Government of Madras. On the other hand, Her Majesty's Government of Madras bind and oblige themselves to give for the use of the said lands the sum of four annas per acre per annum for every acre good and bad together that they may occupy under this lease, and to pay at this rate, for all the land occupied, to the said Rajah of Sandúr by monthly, quarterly, or other payments as may hereafter be determined, and they further agree and promise to determine by actual survey at their own cost the area of the said tracts within nine months from the date of their being put in possession thereof, and agree that the rent for the said lands shall run from the date of their obtaining possession, but only upon the area finally included in the lease after actual measurement.

And it is further agreed between both parties that on the completion of the survey this provisional lease shall be substituted by one containing the same conditions, but embracing the actual area occupied under the lease, defining boundaries, and generally, with greater accuracy, noticing and laying down any collateral matters which it may be found necessary to state.

रामचन्द्र विठ्ठलराव, हिंदू राव घोरपाडि,
Rajah of Sandúr.

ORDER—dated 2nd May 1882, No. 455-A, Revenue.

Forest, No. 15-A.

* Submitted herewith.

The provisional lease executed by the Rajah of Sandúr is accepted by the Right Honorable the Governor in Council, and a counterpart thereof,* duly signed on behalf of the Secretary of

State for India, will be forwarded to him through the Collector and Agent at Bellary. Neither of these documents, it is observed, requires to be stamped.

2. Ordered that the following telegram be sent to the Collector:—

"Your demi-official seventeenth. Sandúr Provisional Lease approved. Employ necessary conservancy establishment, pending Government communication with the Board."

3. The Collector will at once communicate to the Conservator of Forests, through the Board of Revenue, the particulars of the establishment entertained by him under the above sanction. The establishment, as well as all other charges incidental to this transaction, should be debited to Forests, and the Conservator of Forests will report whether any and, if so, what extra provision of funds is necessary.

4. The Superintendent of Revenue Survey is requested to communicate with the Collector and report, at an early date, the arrangements proposed for carrying out Mr. Brandis's suggestions at paragraph 30 of his memorandum, dated 29th December 1881. The survey must be completed well within the nine months stipulated by the provisional lease. The results will then be ready for incorporation in the lease which will have to be prepared by the Government Solicitor.

5. Adverting to the agreement which the Rajah contemplated entering into with Major-General Beresford, conveying to him the right of prospecting for minerals throughout his territory and the selection of 10 square miles at any time within two years from 1st February last, the Right Honorable the Governor in Council is of opinion that, with reference to the spirit of treaties generally with Native States, the Political Agents concerned should, in all such matters, be consulted, in view to the negotiation receiving the approval of the Government, before any concessions of the kind are actually made. The point will be further considered in the Political Department.

(True Extract.)

(Signed) E. F. WEBSTER,
Acting Secretary to Government.

To the Collector and Agent, Bellary, with counterpart
of the provisional lease for delivery to the Rajah.

- „ Board of Revenue.
- „ Conservator of Forests.
- „ Inspector-General of Forests, with the Government of India, on special duty.
- „ Financial Department.
- „ Political Department.
- „ Superintendent, Revenue Survey.

Endorsement—dated 5th May 1882, No. 455-B.

Copy to the Government of India, Home Department, for information.

(Signed) E. F. WEBSTER,
Acting Secretary to Government.

Exd. W. H. French.

100 Copies.
20

Counterpart of a Provisional Lease executed
State for India in Council, by and
Forest land granted in lease by the

The Right Honorable the Secretary
his successors and assigns, hereby accepts from
Rao, Ghorepady, Rajah of Sandur, for himself,
lease for the period of twenty-five years from
at the option of the said Secretary of State for
assigns at the end of that period and on the ex-
of twenty-five years on the same terms, up to
situated in the Sandur territory and which may

- (i.) *The Ramchandrag Range*—extending
west to the Kanivehully road on
- (ii.) *The Jambanahalli and Timmana-Good*
boundary on the north-west ne-
tinhully as may hereafter be deter-
- (iii.) In the event of the above-mentioned
aggregate area of the required 40
Mallay Range (i.e. the range of hills
Yettinhully Pass to Oobleaguddy and
valley) as will bring the aggregate
lease up to 40,000 acres.

The Right Honorable the Secretary
himself, his successors and assigns, in the said
Rajah of Sandur for the free and unmolested
for the time specified, without any intrusion and
on the use and disposal by the said Secretary
successors and assigns of the vegetable products
ation of the continuance to the said Secretary
successors and assigns of all the privilege of the
to give to the said Rajah of Sandur
4 annas per acre per annum for the said
Secretary of State for India in Council, in
under the aforesaid lease, and to pay to the
said Rajah of Sandur, his heirs, successors
such other payments as may hereafter be deter-

The Right Honorable the Secretary of
his successors and assigns does hereby further
actual survey at his or their own cost, the area
from the date of his or their being put in
that the rent for the said lands shall run
possession thereof, but only upon the area
measurement.

And it is also further agreed that the
Council, his successors and assigns, shall
accept in lieu of the aforesaid provisional
as the aforesaid provisional lease and that
the actual area occupied under the lease
with greater accuracy, noticing and laying
may be found necessary to state.

OOT SAMUND,
9th May 1882.

The Right Honorable the Secretary of
the Government of Madras, for
of Sandur.

for India in Council, for himself,
Ramchander Vittul Rao, Hindu
his heirs, successors and assigns, in
1st day of May 1882, renewable
in Council, his successors and
ation of every succeeding period
40,000 acres in the tracts of Hill
describe as follows:—

Kallully limits on the north-
west-east.

—extending from the British
Kallully to such point near Yet-

to ranges falling short in their
40 acres, as much of the Doni
extending southward from the
pond and east of the Hoshully
of the land hereby accepted in

does hereby bind and oblige
of the warrant by the said
tion and use of the said lands
but any restriction whatsoever
ate for India in Council, his
he soil leased, and in consider-
State for India in Council, his
njoyed by Forest Contractors,
ssors and assigns, the sum of
and bad together that the said
rs and assigns may occupy
all the land occupied to the
is by monthly, quarterly or

India in Council, for himself,
and promise to determine, by
aid tracts within nine months
thereof, and does also agree
of his or their obtaining
ed in the lease after actual

etary of State for India in
tion of the aforesaid survey,
aining the same conditions
art thereof, but embracing
boundaries, and generally,
collateral matters which it

F. WEBSTER,
Secretary to Government.

12.3.6 v 3.10.12

11/4/06

23.6.17

Original

Gobi. of (1882) Madras.
REVENUE.

Cuz 3222/82

— 3653/82

24.8.17

G. O. S. No. 1244 of 1882
REVENUE DEPT.



Gale
21/6

17

Dear Webster,

You have all
the papers on
this subject
I think

Yours sincerely
Chambers

23/6/82

Bellary 19
24th June 82

My dear Mr. Master,

I enclose a letter^x and its
Enclosure⁺ received from Mr.
Macartney about the Barford
Lease. Will you be so good as
let me know whether the
terms of the lease (of which
I sent you a copy) with the
amendment proposed by
Mr. Macartney, are such
as Govt. would consider
satisfactory in the Rajah's
interest!

Yours sincerely
Franklin

x of the kindly returned.

No.

D.O. From Collector of Bellary

Dated 21st June 1882.

FOR ORDERS.

Referring to paragraph 2

of Mr. Masters' D.O. of 4th

March 1882 printed in G.O.

2nd May 1882 no. 455A.

Mr. Gordon now sends the
accompanying papers.

The clause proposed
in Mr. Macartney's note
seems to be sufficient to
protect the interests of

Incumbents and other holders
of land concerned & General
Barnford's solicitors (Messrs. Barclay
& Morgan) appear ready to
accept it.

26.6.82.

Mr. Gordon says he wants
to see the clause, but
has not time to do so
as he is going to
London. Mr. Gordon
has not yet seen the
clause, but he has
seen the clause in the
note of Mr. Macartney.
He is ready to accept
it.

The Collector of Bellary has,
apparently, submitted

C 306-82. RC 57-82.
H 3-7-82. H 6-7-82.

FOR ORDERS.

his D.O. and enclosure
in consequence of Martin's
remark at page 10 G.B.

2 May 82 A 455A 455B. —

"It is desirable that you
should warn the Rajah
with reference to his action
about mining leases, that
the Govt could not abstain
from interfering to protect
private rights should any
act of his tend to sacrifice
them."

Gordon now sends up a
letter fr. Mr Macartney
and asks if an addition
to the Beresford leases,
proposed therein, will
be considered by Govt
satisfactory in the Rajah's
interests

The proposed addition
is to be added to page 3 of
the lease & runs as follows.

Provided that no man
nor otherwise occupied
land shall be comprised
in a selected block unless
the said G. de la P. Beresford

by execution &c can buy out the
holders or make their own
terms with them as to the

Proposed addition to the
lease by the Rajah &
Lundon & Major General
Beresford.

2 Cession of their rights
in which case " &c —

This proposed addition
to the lease is not worth
pen. & ink. & to the Rajah

What Beresford has secured
himself under this
memorandum of agreement

is, first of all, the right to
enter in, upon, & throughout
all of the Rajah's territories
for the purpose of prospecting
& examining for gold &c.

& for this purpose he is to be
allowed to sink shafts [see page 4 of the Agreement]
wherever he pleases!

It is after all that has been
done that the selection
of blocks of land comes.
∴ Beresford can dig
in every man's ground
without, & by your leave
or with your leave

The whole arrangement
seems monstrous and
unless the Govt are prepared
to allow the Rajah to settle
his affairs with Beresford
without any interference on
their part: it would be
a good plan to stop his final
execution of the lease:

This could be done easily

FOR ORDERS.

enough. by telling Gordon
that Govt wish the Rajah to
understand that they
strongly disapprove of his
beating over his people
body & soul in this way
& by a letter to the Govt
Solicitors - Barclay &
Morgan - much to the
same effect. If this be
sanctioned we shall
hear no more of this
lease. If on the other
hand things are altered
to abide, then, the offering
we have now, will pass
from an a good bye
to private rights in
Sunderland E. & W.

Perhaps his husband
may be brought
to connect the

C 30-6-82. R.C.S. 7-82.
R 3-7-82. R 6-7-82.

X
We have already, let us
be requested.

My dear Honorable Gordon

The Government have
carefully considered Mr
Macartney's proposed
contribution to the lease which
Major Genl Beresford
seeks to obtain from the
Rajah of Sandur and
are clearly of opinion
that it will be of little or
no use in protecting
existing private rights in
the Rajah's territories.

You will notice that
in the draft lease pre-
pared by Messrs Barclay
and Morgan the right
is conceded to Major Genl
Beresford of prospecting
and examining all parts
of the Rajah's estates, & of
sinking shafts wherever
he pleases, and that
it is not necessary that

he should ask for ^a ~~any~~
block of land for mining
purposes until he has
completed such examination
and sinking of shafts as
he may think proper.

The Macartneys proposed
addition will, no doubt,
prevent Genl Beresford
from ~~acquiring~~ ^{securing} (without
the consent of the owners)
the right to mine in
private property. But
it affords no security
whatever to the people
against his sinking any
number of shafts in
their lands. When
prospecting for gold &c.

You will I am satisfied
readily understand that
the Gov^t could not view
with indifference the
execution of such a
lease as this which is

a very great extent

handed over to the tender
mercies of Genl Beresford

his agents, or time to ²⁹
whom he might assign
the lease; the private
rights of those ~~people~~ who
live in the Rajah's
territory

I am therefore to ask
you to explain to his Rajah
that, in his own interest
which in this case are
identical with the
interests of his people
living under his rule,
the Gov^t trust he will not
allow himself to be
persuaded to conclude
this negotiation with
Genl Beresford, Solicitor
and that in future
he will not entertain
any similar proposal
without first consulting
the Gov^t through their
Political Agent

Yours &c
E. Huelster

I am very glad to hear
of your success in the
business of the
company and in the
other matters.

I am very glad to hear
of your success in the
business of the
company and in the
other matters.

Wm. L. Sullivan

Confidential

Confidential

Camp. Mulpangudi
24th Jan 82

Enclosing a confidential
Memorandum by Dr.
Brandis

My dear Mr. Davidson

I enclose a memorandum by Dr.
Brandis on the prospects of a scheme for leasing
from the Rajah of Sandur a portion of
the Sandur jungles.

If Govt. is inclined to entertain
the project, I request that the matter be
kept confidential, during consideration,
since if the intention of Govt. to break the
jungle should become known, it is pro-
bable that offers would be made to the
Rajah, which might ^{prevent} him a greater
immediate gain, and so obstruct the
progress of the negotiation.

Dr. Brandis has somewhat mis-
understood me in supposing that my
chief object is the rendering of assistance
to the Rajah's exchequer. My main

857-82
277-82

to contain the
jungle and to
prevent it from
the spreading
of the forest.

object is the preservation of the Sandur
jungles from reckless destruction to meet
the demand of the Bellary & Hilti Rail-
way, but it happens that the scheme
would also afford relief to the Rajah,
who does not at present, and is not likely
hereafter to, receive the fair value of his
property. The conservation of these jungles
as a permanent source of supply to Bellary
and the Railway, which will soon come to
the gates of Sandur, cannot, it seems to
me, be safely trusted to an embarrassed
proprietor.

I have confidentially consulted Mr.
Macartney on the probability of the Rajah
consenting to a long lease of the jungles
specified by Dr. Brandis. He thinks
there would be no difficulty in arranging
the matter if steps be taken at an early
date. As soon as the extent of the demand
for fuel becomes apparent, the difficulty
will doubtless be increased.

Confidential

including the Komaraiah camp

The whole forest, has been leased out for
2 years, together with the other contracts, but
Mr. Macartney anticipates no difficulty in ob-
taining the rescission of the contract so far
as the portions proposed to be taken up are
concerned. The terms of the existing con-
tract specially provide against the cutting
of green wood and the supply of fuel to the
Bellary & Hilti Railway. It will be quite im-
possible to enforce the latter condition, but
the existence of these provisions will facilitate
the operation of obtaining a relinquishment
of part of the contract if Govt is prepared
to step in. The amount which the Rajah
gets at present for the whole Forest contract
is about Rs. 5000.

Dr. Brandis has so fully considered
the scheme from a forester's and from a
financial point of view (so far as it can
be considered at the present stage) that I
need say nothing on these aspects of the case
without the advantage of his great expe-
rience and knowledge, I should have been
unable to frame any definite estimate
of the prospects of the proposal.

I believe that the lease could be obtained at present at the rate of 4 annas (5 annas is the rate contemplated by Dr. Brandis) per acre, taking good and bad alike, and I would strongly urge that I be authorized to offer to rent on behalf of Govt. the Namandrug and North-Eastern ranges at that rate, in the manner proposed by Dr. Brandis.

I believe that the lease could be obtained at present at the rate of 4 annas (5 annas is the rate contemplated by Dr. Brandis) per acre, taking good and bad alike, and I would strongly urge that I be authorized to offer to rent on behalf of Govt. the Namandrug and North-Eastern ranges at that rate, in the manner proposed by Dr. Brandis.

A 25 years' lease, renewable at the option of Govt. for a similar period at the expiration of each term, would apparently meet the necessity of the case and would possibly appear to the Rajah to have less resemblance than a 50 years' lease, to the relinquishment of a portion of his patrimony.

There can, I think, be no question that the lease would operate as much for the permanent benefit of the Sandur State, as for the good of this District.

I remain,

Yours sincerely,

J. H. Brandis
Collector of Bellary

Hon. R. H. Davidson
C. S. I.
Chief Secretary to Govt.

Printed by
M. S. S. S. S.
M. S. S. S. S.

257-82
267-82

Confidential

Enc. in 4

Sandur Forests.

The Collector of Bellary and Political Agent has asked me to state my opinion regarding the project of leasing a portion of the Sandur Forests. The Chief object, which Mr. Gordon has in view, is, I understand, to enable the Rajah to place his finances upon a more satisfactory footing, and to improve the administration of his territory.

2. I do not advocate any attempt being made to obtain a lease of the whole forests of the Sandur State. Such an undertaking would entail interference with the inhabitants of the country, which would be most undesirable.

3. What I would recommend is, that a lease be obtained of the hill range on which Namandrug is situated and which forms the south-western boundary of the State, as well as of the hill range which runs parallel to the Namandrug range, and which bounds the State on the north-east side.

4. Besides these two ranges, which may conveniently be designated as the Namandrug range, and the North-eastern range, there is a third block of hills on which the temple of Komaraswami is situated, south of the Sandur valley and the Parikulla River. This block of hills covers a much larger

larger area than either of the two ranges last mentioned, and it is reported to contain some good forest. But it is cut up by two large, well cultivated side valleys, and this, together with its vicinity to Sandur, makes it desirable to exclude it from the present project.

5 The present proposal, then, is to obtain control of two distinct blocks of forest, which are situated on the two parallel hill ranges north of the Narikalla river, by leasing them from the Raja. No villages, or cultivated land, should be included in the area acquired under the lease, and the boundaries should be so ~~situated~~ selected as to leave a sufficient extent of forest land and grazing ground for the requirements of the villages in Sandur territory in the vicinity of the forests leased. This will not be difficult, for the number of villages near the hills proposed to be leased is small, probably not more than 10 or 11.

6 It will probably be most convenient to fix a lump sum, to be paid annually, to the Raja, for the lease of these forests, and the question is what is the maximum amount which Govt. would be justified in paying. The difficulty is that no accurate large scale map is available, which would enable

- Note
Villages entered on Indian Atlas Sheet No. 53
- (1) Between the two ranges.
 1. Modurhalley
 2. Jemmalahally
 3. Shorinhalley
 4. Gornshahally
 5. Bainahally
 6. Konatur
 7. Timlahur
 - (2) In Ramandrug range
 8. Ramammulla
 - (3) In main valley
 9. Ettanahally
 10. Durampoor
 11. Konavahally

to determine the exact area proposed to be included within the lease. On the Indian Atlas Sheet, No. 53 (Scale 4 miles = 1 inch) the boundaries of the Sandur State are shown, but since that map was made, the boundaries have been revised, and temporary boundary pillars (heaps of stones with a post in the centre) have been put up, but no map, showing these boundaries has been prepared. So much, however, is known, that the boundaries run along the outer foot of the hills both on the north-east, and the south-west side, but that in several places, for instance, near the village of Pleanahally, on the Bellary Road, they extend beyond the foot of the hills, into the plains.

7 The following estimate of the area, proposed to be leased, has been prepared from such data as are available, and must be regarded as a rough approximation only.

Ramandrug Range. The length of this range, from the northern boundary of the State to the Narikalla river, is about 12 miles, and with an average width of about $2\frac{1}{2}$ miles, giving an area of about 30 square miles. The village of Ramandrug, and the forest to be assigned to it, will be an enclosure in this area, and making needful allowance on this account as well as on account of the land which must be excluded near the Narikalla valley, about 24 square miles of forest land will probably remain available.

8 On the north, and south-west sides, this block will be bounded by the boundary of the Sandur State. The north-eastern boundary may

Conveniently

veniently follow the road from Hospet to
 Amandrug, for some distance, perhaps for about
 miles. Further South the road rises and
 approaches the crest of the range, and the boundary
 must be cut lower down near the bottom of
 valley. After examining the locality, we have
 come to the conclusion that it may conveniently cross
 Amandrug - Bellary road about a mile above
 village of Raichally, from which point
 it would continue in the same south-easterly
 direction.

The Southern boundary, near the Ari-
 ella River, must be laid so as to exclude
 sufficient area of forest land for the
 villages in the vicinity.

These boundaries will, as already
 explained, include an area, which, from the data
 available, we estimate at 24 square miles, or say
 15,000 acres. Of this area, about 1,500 acres, below
 the Military Station of Amandrug, situated near
 the crest of the hill, on the eastern slope, have been
 protected for a considerable number of years, are
 well stocked, and are to a great extent safe
 against fire, the grass having been killed by the
 cover overhead.

Of the remainder, a portion of the eastern
 slopes are fairly well stocked with saplings, and
 small poles, up to 15 feet high, but with a large
 amount of grass, from 4 to 6 feet high, which
 annually between December and January. The
 plateau is not very broad, except at Amandrug,
 and is mostly stocked with grass, with scattered

Note -
 The road may be crossed
 at either of two places:
 above a large field close
 to, and on the south side
 of the road; or at a
 saddle about a mile
 higher up.

Groups of trees

On the west side the heads of ravines and
 valleys are fairly well stocked with saplings,
 poles and stunted trees; but the lower slopes
 have been much denuded.

It will, here, be well to give a brief ac-
 count of the principal trees which constitute the forest
 on these two ranges. At the foot of the hills, and
 on the lower slopes, *Acacia Catechu*, and *Dodonaea*
viscosa are exceedingly common, both more or less
 gregarious, and often associated with *Teak*,
Terminalia tomentosa and the other trees of the dry
 forest, and with various thorny shrubs, of which
Elaeagnus Seneegalensis is the most common. On the
 north-east side *Albizia amara* is frequent near the
 foot of the hills. Here and there stretches occur
 stocked with *Hardwickia binata*. In ravines and
 along streambeds *Pongamia glabra* and *Nitex agundo*
 are common.

Higher up we find the trees of
 the ordinary deciduous forest, the principal being,
 in order of predominance, *Terminalia tomentosa*,
Diospyros Melanoxylon, *Tectona grandis*, *Anogeissus*
latifolia, *Lagerstræmia parviflora*, *Spathodea cinnam*,
Buchanania latifolia, *Phyllanthus Emblica*, *Soymida*
febrifuga, *Boswellia thurifera*, and *Chloroxylon*
Swietenia, and Sandalwood (*Santalum album*).
 At higher elevations, say about
 2,500 feet, the forest somewhat changes its
 character, the dominant trees being *Terminalia*
bellerica and *Chebulu*, *Diospyros montana*, *Cordia*
macleodii, *Iteadocarpus Marsupium*, *Galbergia latifolia*,
Coreya arborea, *Hydia calycina*, *Eugenia Jambolana*,
Pithecellobium.

Block, Malabar

Stranjoa Roxburghii, *Trimusops Elenzi*, *Schleichera niga*, with the small Bamboos, *Dendrocalamus strictus*.

The forest is dense and compact only on the area protected near Rāmandrug; elsewhere it is open and consists of saplings and small poles up to 15 feet high, excepting the Teak, which has, to a certain extent, been preserved, and of which well grown poles up to 30 feet high are not uncommon.

Excepting the protected area already mentioned and some portions of the Rāmandrug plateau, fires pass through the forests annually, but in spite of this, the stature of the saplings and poles is excellent, with terminal shoots up to 2 feet long. The soil is most favourable for the growth of forest, and there is no reason to doubt that under efficient protection a dense, compact forest, 40 - 60 feet high would grow up, wherever the slopes are not precipitous, or the rock is not close to the surface.

11. The first step, in case a lease is secured, would be to make a road along the north-eastern and southern boundary, and, in selecting the boundary line, it should be borne in mind that, as long distances as possible this road should be made practicable for cart traffic. The wood cut on the eastern slope would then be exported partly by the

Rāmandrug

Rāmandrug - Kospet, and Rāmandrug - Bellary roads, or if below them, by the boundary roads. On the north and south-west sides the leased forest would adjoin the forest proposed to be reserved in British territory, and on the sides it would not be necessary to construct a road along the Saurashtra boundary.

12. With these adjoining portions of British forest, there would then be a compact block of forest about 15 miles long and measuring, (making allowance as suggested above) 21,000 acres according to data at present available. As this entire block must be managed on one system, it will be convenient briefly to state my view regarding the plan which should be followed at the outset.

13. The first step must, as a matter of course, be, on the British side, to enquire into the bona fide requirements in the matter of wood and grazing of the adjoining villages, ~~and~~ ^{into} ~~ascertain~~ any rights which may exist, and to fix the boundary of the reserved forest in British territory accordingly. Permanent boundary marks should be erected; and, in the present case, it will be convenient to construct a road, practicable for carts, all along or near the boundary line, as far as the nature of the ground will permit.

14. As on the east side the villages are few and an area of forest, sufficient to satisfy their requirements

Block, Madras

requirements will have been excluded, it will
be possible, at once, to place the whole area,
up to the boundary line, under strict protec-
tion, and to exclude fires on the whole of
the slope. This must be done by burning
the grass outside the boundary line as early
in the season as possible, and by burning interior
lines all round the enclosure of Raimandrug
village, on both sides of all roads which pass
through the block, and otherwise along promi-
nent and accessible side spurs, projecting from
the main range. At first, I advocate that
fire protection be limited to the Eastern slopes,
the area thus protected being bounded on the
West side by a broad fire-line which must
be burnt along the Crest of the ridge from end
to end.

15. On the British side it may be found
necessary, at the outset, to permit (against payment)
the cutting of wood and the grazing of cattle,
at least gradually this area, or at least the greater
portion of it, should also be placed under
strict protection, and this may, perhaps, be
managed most conveniently by running transverse
fire-lines from the Crest of the hill to the
boundary line, following the main lateral spurs
of the range. If this plan is followed it may
be found possible to permit, if such should be
deemed necessary, against payment, cutting and
grazing in certain blocks extending from the
boundary

14. Boundary road to the Crest of the hill. I
cannot sufficiently urge that, in a hilly country,
like this, inspection paths must always be
made along firelines. If this is neglected
fire protection is made exceedingly difficult.
These suggestions regarding roads must not
be misunderstood. Boundaries and fire lines
should, in a hilly country, be made accessible
as far as possible, by paths running along
them. The system of export roads must
be regulated by the configuration of the
country. When export roads can conveniently
be made to follow the low boundary line,
this will be found to be a convenient arrange-
ment. But in many cases this would not be
practicable, and they must rather follow spurs,
ridges, and stretches of high ground.

16. These remarks have here been inserted,
in order to give an idea of the work that has
to be done and the money that has to be
spent, in order to place these forests upon
a satisfactory footing. The work on the
Raimandrug Range, including the adjoining
British forests should be completed and
fire protection should be fully ensured before
the work on the North-eastern Range is taken in
hand. On this range it will probably
only be possible to lease an area of say 10
miles long, and on an average 2 miles wide.

In the north and east this area will be limited by the Sandur boundary, while on the two other sides the boundaries must, after the enquiry, be so laid down as to leave out sufficient forest for the requirements of the Sandur villages -

Sandur territory.

The average width of the ~~State~~ ^{North} of the Southern limit of the two blocks proposed to be leased, may be estimated at $6\frac{1}{2}$ square miles, so that on an average a width of 2 miles will be left open for the requirements of the villages situated between the two blocks.

The details are as follows:-

Average width of Ramandrug block $2\frac{1}{2}$ miles

" " North-eastern block 2 miles

" " left for villages 2 miles

Total average breadth of territory $6\frac{1}{2}$

The North-eastern block will thus comprise 12,000 acres, and to this it will probably be possible to add 2,000 acres of adjoining land in British territory, making the entire block on this side 14,000 acres.

17. The next point to be discussed is what income may be expected from the forests here proposed to be leased. Under the present system of management the revenue yielded by the forests to the Raja

115
Raja amounts only to Rs 4500 annually. Dues are levied for wood, lambroos and grazing, and the right to levy these dues is leased annually to a Contractor, who also farms the Abkari and Octroi. The total amount paid to the Raja, during the current year, on these accounts, is only Rs 9000. It is however acknowledged that under better management a much larger revenue might be derived from the forests.

18 The total area of the Sandur State is stated (page 241 of the Bellary Manual) at 140 square miles, of which I should say that hills, forests and grazing ground occupy at least ^{one half or} 70 square miles. Of this area it is proposed to lease 24 square miles on the Ramandrug and 20 square miles on the North-eastern range. It has also been explained that, at the outset, only the eastern slopes of the Ramandrug range will be closed, and that the whole of the remaining forests will remain open.

first
Considering all circumstances, it seems probable that, under good management, a revenue of Rs 3000 a year may be obtained from forest dues paid by the villages in British territory, who have hitherto been in the habit of providing themselves ^(on payment) with wood and grazing from the Sandur State

Block, Malasandra

19 At present the Sandur forests not only supply the requirements of the villages in the Sandur territory, but also furnish forest produce, on a large scale, such as charcoal for the iron furnaces of Paimapur, and other British villages, pasture and wood for numerous villages between the Sandur hills and the Tungabhadra river, and a large proportion of the fuel and ordinary building wood used at Bellary. As far as these requirements have hitherto been met from the forests now proposed to be leased, they will continue to be supplied from them, although it will be necessary to regulate cutting and grazing and to watch closely, in order to guard against waste and injury to the forests.

20 So far concerning the Revenue expected to be realized from the open forests. From the forests proposed to be closed and strictly protected against fire, the only important revenue that can, at present, be expected is by the cutting of fuel in the 1500 acres of protected forest below Ramanthang. As soon as the boundaries have been demarcated, and fire protection has been established, say, two years after the lease has been concluded, cutting may commence in this protected forest.

disposed to suggest that 100 acres should

be cut over, leaving only a number of well-grown and vigorous poles of *Teak*, *Yepi*, and other trees, likely to be used for timber, standing on the ground. These cuttings should be made in narrow bands not exceeding 50 yards in width, which should, as much as possible, run in horizontal lines. The stumps should be carefully cut, so as to facilitate the growth of Coppice shoots, and if this is done, and fires are excluded, it seems probable, judging from the length of one season's shoots, that 10 years will suffice to produce a complete growth, fit for fuel. Considering the character of the forest, it is likely that the outturn of the first cutting will be not less than 5 tons or say 250 cubic feet of solid wood per acre, and it seems probable that it will be much more.

21. The rate of Seigniorage paid by Railways, at present, is only Rs. 2/4 per ton, or about 2 pias per cubic foot of solid wood. This is under the existing system of permitting Contractors to cut in the forests. But in the Sandur forests, which are surrounded by a vast area of forestless country, it will be necessary to adopt a different plan when the Bellary - Hubli line has been opened, in order to guard against waste and injury to the forests.

Block, melindale

In any case the cuttings must at the outset be made under close supervision, and it seems not unreasonable to expect that, under good management, Gout will realize a net revenue of Rs 4 per ton from these cuttings.

22 Accepting this estimate, the two main items of revenue will, during the 10 years following the first two years, yield the following amounts:-

23	By Forest dues	Rs 3000
24	" Sale of Fuel	" 3000
25	Total	6000.

Good management will doubtless develop other sources of forest revenue, such as the sale of grass, myrobalans, which are plentiful, and other forest produce. But at the outset I am not disposed to estimate a larger income than Rs 6000 per year.

23 At the end of the first 12 years, if fire protection has been successful, the whole of the north-eastern slopes of the Raman Range will be fit for cutting, and the area to be cut over, annually, can then probably be increased to 600 acres, which will yield, at least, 3000 tons, and a revenue of Rs 12,000. There seems no doubt that the Railway will consume this quantity. And there is no reason to anticipate a close

in the revenue from Forest dues, so that after 12 years the annual income will amount to Rs 15,000 49

24 Meanwhile fire protection will gradually be extended on a large portion of the area, and as soon as this has been accomplished matters will assume a different aspect, which may be sketched as follows:-

<u>Raman drug range</u>		<u>Solid wood</u>
North-eastern slope 6000 acres, at 25 cubic feet per acre per annum.	150,000	cu. ft.
Plateau and South-western slopes, 9000 acres, incompletely stocked at 3 cubic feet per acre, per annum.	27,000	cu. ft.
<u>North-eastern Range</u>		
12,000 acres at 3 cubic feet per acre, per annum.	36,000	cu. ft.
Total	213,000	

or 4,260 tons, which ought to yield, at Rs 4 a ton, a net annual income of Rs 17,040. By that time Teak, Japi and other woods, suitable for timber, will have attained marketable size, and will realize higher rates than Rs 4 a ton. I do not however undertake to estimate the amount which the sale of timber will produce, nor the increasing productivity of the forest area. Suffice it to say, that the area proposed to be leased, which is estimated at present at 27,000 acres, over the

light, say 2 years hence, yield a net income of not less than 20,000 rupees. In this amount I still include Rs 3,000 for forest dues; for although, at first, cattle must be excluded from areas in which fire protection is attempted, yet, as soon as fire protection has been fully established cattle can again be admitted. And for the provision of wood to the adjoining villages, the needful arrangements can be made.

25. Against this income stands the outlay for protection and management, and the interest on the capital outlay, which must be incurred, in order to place these forests upon a satisfactory footing. In these matters however the experience of Forest Administration in the Madras Presy. has not yet furnished definite data, and hence the figures here entered must be accepted with caution. For management and protection it will probably suffice to allow Rs 6,000 per annum, which for the total area of

Leased forests - 27,000 acres
 Adjoining Br. forests - 8,000
 Total 35,000
 will amount to 2 1/2 annas per acre.
 This outlay would be distributed as follows -

Consisting of large stretches of bare, rocky, and stone strewn altitudes.

Permanent Establishment		Annual	
Share of Divisional Officer		Rs 2500	51
2 Foresters at Rs 25 each p.m.		500	
5 Guards @ Rs 6 each p.m.		300	Rs 3460
<u>Fire Protection</u>			
48 Watchers at Rs 4 each p.m.			
for six months, to watch 80 miles of outer boundary, and 100 miles of internal lines -			
total 240 miles at 5 miles per man (48 x 24 = 1152), say Rs 1200			
Clearing and burning of lines -	600 =		1800
<u>Contingencies</u>		740	740
Total Rs.			6000.

I recommend two Foresters and only five guards, because in leased forests it is best to have a larger proportion of responsible officers and a smaller number of low paid labor - I anticipate my suggestion is that one Forester should be stationed at Raman drug and the other at Yettamkally. There would be three Forest guards in the Raman drug Block and two for the North Eastern Block, including	The Capital outlay, which will be required place the whole area upon a satisfactory footing, will be as follows -	
	Construction of 80 miles of Cart Road at Rs 500 per mile, on an average -	Rs 40,000
	Construction of 160 miles of Inspection paths at Rs 25 per mile -	4,000
	Boundary marks on 80 miles -	1,000
	Total Rs. 45,000	
On which the interest, at 5%, amounts to Rs 2,280.		
This Capital outlay will be spread over the		5 years

The amount, presented in a summary manner, stands as follows. -

Management and Protection	Rs 6000
Interest on outlay	" 2280
Total	Rs 8280

This is for the whole area of 35,000 acres. For the leased forests only, the annual outlay would amount to Rs 6387.

26. The income has been estimated as follows:-

During the first 2 years.	
During the next 10 years.	Rs 3000 per annum.
From the 12 th to the 27 th year	6000
After the 27 th year	15,000
	20,000

After the 27th year the income will increase steadily, and having regard to the chances of the case it is not unreasonable to expect that it will rise to a very considerable figure.

The annual outlay, including interest on capital expenditure incurred during the first 5 years, as explained above, been estimated at Rs 6387 a year.

After the 12th year, therefore, a surplus of Rs 8613, and afterwards of Rs 13,613 a year will be available.

Apert from providing a permanent supply of wood and timber, the lease of these forests will have other great advantages. The Sandin hills are situated in the midst of a vast tract of country without

If the Forest land, it is regarded as a garden as on the corner of the road will be cut they will be within a short time. When under the firm with furnish a way of work which will

to an extent may be maintained, the construction of the short road on them, I and the distance of short road, if plan of the road, they are certain an road in

consisting of large stretches of bare, rocky hills, excessively dry and stony. Alternating with limited areas of cultivation, partly dry, partly irrigated from tanks, wells and channels from the Tungabhadra River. The great obstacle to the development of this portion of the Bellary District is that its climate is too dry, that there is scanty, and the rainfall uncertain.

It is impossible to predict what the effect upon the surrounding country would be, if the Sandin hills and the adjoining forests in British territory, or a total area, in two adjoining blocks, of 35,000 acres were clothed with dense and compact forest, and this will be the case if the area proposed to be leased is properly protected. But so much is certain, that in the country immediately adjoining these forests there will be more moisture in the air, and that the water supply in the numerous streams, which take their rise in these hills, will be improved.

The measures here suggested will be the commencement of a most important experiment which cannot be made in this district except in the manner here indicated. These considerations should, to some extent, influence Government in determining

The Annual Payment which
 is offered for the lease of these forests.
 It will be understood that it is out-
 of the question to make an exact forecast
 of the income that may be expected, and
 the outlay which the measures here suggested
 will entail. The figures stated in
 the present Memorandum are given with the
 view of illustrating the proposals here made,
 but they are not intended to furnish
 a basis for calculating the annual
 payment which may be made for
 securing the lease of these forests.

29. I am disposed to think that
 the Government would be justified in offer-
 ing a payment up to a maximum of
 Rs. 10,000 a year to
 the Raja, provided the
 lease is for 50 years
 certain, with power to the
 British Govt. to continue
 it at the expiration of
 each successive term of
 50 years.

The offer might be formu-
 lated at a fixed rate of
 Rs. 5 annas per acre, all
 round, good and bad,
 and this offer might be
 perhaps to include the

Note

The annual payment
 the Raja of Musahir, made to
 the W. Himalayas, for the lease
 of forests is Rs. 10,000, and
 paid for the lease of the forests
 Chamba State is Rs. 20,000.
 The forests which by these
 are placed under the control of the
 British Govt. are much more
 than the forests proposed to be
 leased in the Sandhu State.
 It must be borne in mind, that
 Sandhu forests are exceptional, that the
 able, being the only forests, all the
 best area of forests.

Raja to arrange the boundaries so as to
 include 32,000 acres, corresponding to a
 of Rs. 10,000, which of course would be
 an advantage. The point however is im-
 portant, that the boundaries should be so
 fixed as to leave out a sufficient extent
 of forest and waste, conveniently situated,
 to provide for the requirements of the Sandhu
 villages in the vicinity of the forests.

30. If these suggestions are accepted,
 and if the Raja agrees to the lease, then
 I would suggest that a party of the Madras
 Revenue Survey, who, I understand, are at
 present working in the Bellary District, be
 employed, without delay, to make a survey of
 that portion of the Sandhu forests to which
 the present suggestions relate. And this
 survey might conveniently include the
 adjoining British Forests. The scale
 which I would recommend for this
 survey is 2 inches to a mile, which is
 sufficiently detailed for all present purposes.
 Before the survey is made, temporary
 boundary marks, round the area proposed to
 be leased, should be placed on the ground,
 so as to enable the Survey to enter the
 proposed boundary line on the map, and
 to calculate the area included within it.

Confidential

Telegram

To
The Government of India
Home Department
in cipher, dated 7 February
1882.

Brandis strongly advocates
lease from Landers State of forest
tracts at maximum rent of
Rs. 10,000 with special view to con-
servancy of existing supply and im-
provement of future yield in the
bare Bellary District and to the
certain prospective needs of Bellary
Subli Railway.

He approves.

May

1
Rev. 23/1/82

Specimen of 15.

Confidential

10.2.82

My dear Gordon,
I am directed
with reference to
your semi-official
letter to Davidson
of 24th ult. enclosing
a memorandum
by Mr. Brandes &
informing me that
the Government
of India have
consented to a
lease of the forest
tracts in Sandur
being negotiated,
and to authorize
me to proceed
to the settlement
of preliminary
arrangements,
first obtaining
the consent of
the Raja for the
lease of the tract
specified by Mr. B.

May we negotiate

Wire reply in cipher.

~~with reference to~~
~~the following message in~~
~~cipher from the Home Dept. of~~
~~the Government of India was~~
~~received on 10 February 1882.~~

~~The following message in~~
~~cipher from the Home Dept. of~~
~~the Government of India was~~
~~received on 10 February 1882.~~
~~Lease of Sandur forest~~
~~sanctioned.~~

for 25 years renewable then and at the expiration of every succeeding term of 25 years at the option of Govt at 4 annas yearly per acre up to a maximum of Rs 10,000.

As soon as the consent is assured Demarcation & survey will be started and the Forest Department will take charge

You should lose no time in bringing the matter to a definite issue, as it is important that

the lease should be obtained as soon as possible.

The form of lease should of course be prepared in communication with the Government Secretariat.

I enclose copy of Mr Brandis's memorandum. The original will be retained here.

H. P. Gordon Esq
Collector Bellary

YLL
10/2/82

Mr Brandis's Confidential note with Sanctor Forests d/29 Dec 1881.

D.O. from Mr Gordon Collector Bellary d/24 Jan 82. G.O. To S.O. & d/13 Feb 1882.

My dear Walter, I am directed to forward, for your confidential personal copies of the memoranda finally noted for

Major Campbell Walker Esq
Conservation of Forests

YLL
B.T.C.

My dear Mr Brandis,

Referring to your
Confidential Note
on the Sandhurst Forest
d/19th December
last rec^d through the
Collector of Bellary
I am directed to
enclose for your in-
formation copies
of the correspondence
since that has
passed on the
subject.

Secy
17.2.82

+ From Mr Gordon
24 January 1882

To Mr Gordon
10 Feb 1882.

J. Brandis Esq
Inspector General
of Forests on special duty.

No. 231

From

S.D.
H. J. Gordon Esquire

Dated

24th January

Recd.

1st May

No.

Sno. 2.

SUBJECT.

Forwarding Memorandum
by Dr. Brandis on the
prospects of a scheme
for leasing from the Rajah
of Sundar a portion of the
Sundar jungles.

Belgaum

20th Feb. 82

My dear Mr. Master,
As directed in your semi-official
(without date) received on the 11th inst. I have
entered into negotiation with the Rajah of Su-
dar for the lease of the jungles specified by
Mr. Brandis in his Memorandum. I pro-
ceeded to Sundar and saw the Rajah with a
reference to the matter. He has assented to the
grant of a lease on the basis of rent at 4 annas
per acre. Before leaving Sundar I drew up
a memorandum of the terms upon which
Govt. was willing to lease the land and
left it with the Rajah, requesting him to
make himself thoroughly acquainted with
its contents, and then to write back on the
subject. I have since received his
addition to the proposed basis of negotiation
in writing -

et perusal of the memorandum will show
that I undertook to recommend to Govt. that,
in the event of the specified tracts containing
an area insufficient to yield a rental of

*Enclosed
not to be
kindly re-
turned.

\$10,000 per annum, they should take up so much of the Dori Kyalay range, as would suffice to supplement the area required to produce that result.

The Dori Kyalay range is a continuation of the what Mr. Brandis terms the North-Eastern range, and is separated from the main Komarasamy range by a considerable valley. It runs about S.E. from Yethinduk and borders British Territory. It is the northern of the Saider hills which is nearest to Berary. There do not appear to be any of the objections which Mr. Brandis anticipated to its acquisition.

I made this proposal because I found that the Rajah was unwilling to accept an arrangement under which he might, if the survey showed the area to be much less than was anticipated, be no gain while the forest would pass out of his control for a long period of years - and because I was satisfied that the portion of jungle in question would be a valuable addition to the tract.

I have to request that I may be informed whether Govt. assent to the proposal.

69
On talking over the subject, I found that General Beresford had obtained from the Rajah his consent to an agreement conveying to him the right of prospecting for minerals throughout his territory, on the basis of a similar grant made by the Mysore Government.

The agreement has not yet been signed, but the terms proposed and agreed to informally by the Rajah, include the right of taking up 5 plots not exceeding 2 square miles in extent each, on lease, wherever Genl. Beresford or his agents may select, within 2 years from the date.

It is obvious that the selection of land within the proposed tract by Genl. Beresford might do cut up the reserve that it would not be advisable to refrain it.

As I have said what the Rajah intended to was a lease in accordance with the terms of a certain Mysore grant - that grant provided that "no name or occupied land should be comprised in a selected block unless the lessee could himself buy out the holders or make their own terms with them as to the cession of their rights".

The draft agreement which has been submitted by Messrs. Barclay & Morgan

Government the reg. of

(General Beresford's solicitors) to the Rajah for his signature does not, however, contain any ~~reference~~ ^{proviso as to} "occupied" land, and the omission of this important proviso will be objected to on behalf of the Rajah.

If then the tracks required could be at once leased by Govt. there would seem to be no chance of interference from this quarter, and I would propose that I be authorized to take up ^{at once} the two tracks specified by Mr. Brandis in blue, without attempting any careful limitation of the boundaries, (which will take time) on the understanding that all rectifications of the boundary required shall be made within six months, and that rent shall be payable only upon the area finally determined upon.

As I think it highly probable that the area of the two main tracks will fall short of 40,000 acres, and as the acquisition of a certain income of Rs. 10,000 per annum is the motive which induces the ascent of the Rajah, I would propose that I be authorized to take the

same course as regards the Dori Malay Range.

I enclose for your information, ^{a copy} of the Mysore agreement and the agreement submitted to the Rajah for signature by Messrs Barclay & Morgan. I would observe that if it be considered advisable to take a legal opinion on the subject, the Govt. solicitor (Mr. Barclay) would hardly be in a position to advise.

Yours sincerely
A. P. Gordon

Confidential Memorandum
for the information of the
Rajah of Sandur. 13

The terms on which the Collector of Bellary is authorized to propose to rent certain forest land from the Rajah of Sandur are as follows:

That the Government pay the Rajah 4 (four) annas per acre per annum for all land rented by them, taking good and bad at the same rate.

That the extent of the acres selected be determined by Survey and that the cost of Government

That the Rajah grant to Government a lease for 25 years of the selected tracts, renewable at the option of Government at the end of that period, and on the expiration of every succeeding period of 25 years on the same terms.

That no restriction whatever be placed upon the use and disposal by Government of vegetable products of the soil leased, and that all the privileges enjoyed by existing forest contractors be continued to Government.

That the lease accorded to Government the right of exclusive

possession during their lease
of the said land.

The areas which the Collector
is at present authorized to lease
are the tracts of which may be
described as:

(I) The Namandrup Range ex-
tending from Kulhully limits
on the N.W. to the Namwehully
road on the S.E.

(II) The Jambanath and Sim-
bharin Good range extending
from the British boundary
on the N.W. near Kulhully to
such point near Jettihully
as may hereafter be deter-
mined.

These are the tracts which the
Collector is at present authorized
to propose to rent at such annual
amount not exceeding Rupees
10,000 at the rate of the aggregate
area at the rate of 4 (four)
annas per acre may represent.

Should their aggregate area
fall short of 4,000 acres the
Collector will recommend to
Government that so much
additional land be taken
up on the Lorie's Mullay Range
(i.e., the range of Hill extending
southwards from the Jettihully
Pass to Oblagundi and
beyond) and each of the Hoshully
valley

*This is intended in
the Brandis's Memo
the E. or the Eastern Range.
(continued) H. P. G.

valley as will bring the area
leased up to a rental of Rs. 10,000
per annum.

The above offer must be taken
subject to withdrawal if Gov-
ernment be advised that
the terms of the agreement
for the grant of mining leases,
which the Raja is understood
to be about to enter into with
General Beresford will
materially affect the proposed
lease of the land for forest
purposes.

Sandier
14th Feb
-ary 1882.

Revenue Secretariat
Madras, March 4th 1882.

My dear Gordon,
In reply to your despatch
Official dated 20th ultimo
I am to tell you that your
action is approved and
that Government addent
to the proposals made to the
Raja of Sandur as speci-
fied in your letter and
the despatch enclosed
herewith. I am now to
request that you will com-
plete the negotiation as
soon as possible stipula-
ting at the same time that
the tracts included in the
lease are not to be affect-
ed by any lease the Raja
may be thinking of granting
to General Beresford.
Yours truly
2. Lt

*
returned
herewith
copy re-
turned.

Rev: 2317/82

2. It is desirable that you should warn the Raja with reference to his action about mining leases that the Government could not abstain from interfering to protect private rights should any act of his tend to sacrifice them.

3. Your concluding remark is noted. It does not seem necessary to call for any 'legal opinion' at present. The only intervention of the Government Solicitor will be in the preparation of the lease now to be given by the Raja to Government. Do you consider that Mr Baralay is in this respect not in a position to advise Govt??

omit

omit { If some other agency must be employed.

Yours sincerely
Signed G. Munster.

P.S. I return the copies of the Dryden and Beresford agreements. Let us have a copy of the latter.

REVENUE (1882) DEPARTMENT.

No. 2317

From

L.D.
H. P. Gordon Esquire.

Dated 20. February
Recd. 21. Feb 1882

No.

2317

SUBJECT.

Reporting the result
of his negotiations with
the Rajah of Sander
for leasing certain portions
of the Sander jungle.

Camp Raimandru's
17 April 82.

83

My dear Mr. Webster,

With reference to Mr. Master's L.O. of
4th ulto I enclose a provisional lease exe-
cuted by the Rajah of Sander, and request
that a counterpart thereof may be made
and signed on behalf of Govt. for delivery
to the Rajah. Mr. Macartney informs me
that it has never been usual for leases
granted ^{by the Rajah} in Sander to bear stamps.
You will observe that the lease is to com-
mence from the 1st May. I presume there-
fore that communications on the subject
may be forwarded. be carried on in
the ordinary official course. I have asked
Mr. Macartney to proclaim the lease to Govt.
on the 30th instant, unless he hears from
me in the meantime.

No mining lease will be granted
to General Boreford until we have taken

REVENUE (1882)

No. 2

A.M.

possession, and the insertion of a clause in the Agreement with General Beresford having the rights of occupants will be insisted upon by Mr. Macartney.

I have conveyed to the Rajah the warning contained in para 2 of Mr. Master's letter under reply.

With regard to the matter adverted to in para 3 it would seem that the services of the Govt. solicitor need not be called in until the final agreement (to be executed after survey and demarcation) is drawn up. There will then be no ground for doubting the advisability of employing Mr. Barclay.

Mr. Macartney has obtained the rescission of the existing Forest Contracts with effect from the 1st May, on payment of compensation. To prevent the injury to the Forests which would probably result from their being left unguarded

REVENUE (1882)

No. 2

1 m

for any time, it will be necessary to employ some establishment at once. If, therefore, the maker of the lease has not as yet been officially communicated to the Revenue Board, I have the honor to request that that step may be taken. I should then be in a position to apply for funds from the Single Conservancy funds.

The demarcation of the tracts will occupy some time, and will need my personal supervision. I propose to proceed with it as soon as Mr. Brougham the Depy. Conservator can join me here.

Yours sincerely

A. A. E. S. S. S.

P.S. I enclose a copy of the Barerford agreement in a separate cover.

I enclose
for the
Raja of Sandur

Provisional Lease of Forest Land granted by the Raja of Sandur to Her Majesty's Government of Madras.

Ramchander Vittul Rao, Hindur Rao, Ghorepady, Raja of Sandur, in his own name and in that of his heirs, successors & assigns, hereby lets and the Majesty's Government of Madras accept, in lease for the period of twenty five years, from the 1st day of May 1882, renewable at the option of the said Government at the end of that period, and on the expiration of every succeeding period of twenty five years on the same terms, up to 40,000 acres of the tracts of Hill situated in the Sandur Territory, and which may be described as follows:-

(i). The Ramandroog Range, extending from Kalhully limits on the N.W. to the Kanivehully road on the S.E.

(ii). The Jambamath and Timmana Good Range extending from the British Territory boundary on the N.W. near Kalhully to such point near Yettimhully as may hereafter be determined.

(iii) In the event of the above-mentioned two ranges falling short in their aggregate area of the required 40,000 acres, as much of the Doni Mully range (i.e. the range of hills extending southward from the Yettinhutti Pass to Cobla-judy and beyond and East of the Hoshully Valley) as will bring the aggregate area of the land herein leased up to 40,000 acres.

The said Ramchender Vittul Rao, Winda Rao, Ghorepady, warrants to Her Majesty's said Government of Madras, the free and unmolested possession and use of the said lands for the time specified against all intrusion whatsoever, and agrees that no restriction whatsoever shall be placed upon the use and disposal by the said Government of Madras of vegetable products of the soil leased, and that all the privileges hitherto enjoyed by Forest Contractors shall be continued to the said Government of Madras.

On the other hand Her Majesty's Government of Madras bind and oblige themselves to give

for the use of the said lands the sum of four annas per acre per annum for every acre foot and bad together that they may occupy under this lease, and to pay at this rate, for all the land occupied, to the said Raja of Sandur by monthly, or quarterly, ^{or other} payments as may hereafter be determined, and they on their agree and promise to determine by actual survey at their own cost the area of the said tracts within nine months from the date of their being put in possession thereof, and agree that the rent for the said lands shall run from the date of their obtaining possession but only upon the area finally included in the lease after actual measurement.

And it is further agreed between both parties that on the completion of the survey this provisional lease shall be substituted by one containing the same conditions but embracing the actual area occupied

91
under the lease, defining bounds
arise, and generally, with greater
accuracy, noticing and laying
down any collateral matters
which it may be found nec-
essary to state.

Sander

5th April 1882

~~गमरु २३१८/८२~~
Raja of Sander

1
Dec 23/8/82

No. 231

From
H. P. Gordon Esquire.

Dated 17th
Recd. 21st April.

No.

SUBJECT.

Enclosure provisions
have executed by the
Rajah of Gunda, and
requesting that a
counterpart thereof
may be made & signed
on behalf of Government.

No

93

G.O.
From Mr. Gordon, Collector of Bellary
Dated 24 Jan 1882

Dated 24 Jan 1882

FOR ORDERS.

FOR ORDERS.

There are indirect advantages. I presume that
contemplated by the selection of opinion of the
to take it out of the scope of the creator of fresh
of our financial calculations. It will be taken on
of the national expenditure. This proposition?
I suppose that

It is obvious, that the initial outlay will be heavy, and that the anticipated income will only meet a portion of the expenditure in the earlier years of the proposed lease.

The rest of the money must therefore come out of general funds to Revenue.

*If C. L. Lane turn I will
recount Col. B. negotiat
a price for the lease of*

9/11

Home. Lowest rate
shown on the map.

to W.D. 97

The following message is
given from the Home Dept of
the Govt of India 2nd Dec 10th/02.

Home of London
" for the Secretary."

The tract specified by
D. B. for 25 years security has not yet been
at option of Govt. for a
long period: as to Amas
partly private and da
partly of R. 1000 -
and direct Amas? A
long time since
started. & Govt. D. B.
take charge. Some time
ago I think I left to
Govt. is excellent
at this stage. Time is
important. & the Govt.
is aware of Govt. is
proposed, having been
present at the discussion
in the D. B. Since the area
in question is not in
our territory D. B. is in
his hands. Keep him
informed in case.

L.H. 7/2/02

D. B. discussed the Govt.

FOR ORDERS.



92

Camp Pellay
dist. 12.
29.12

Dear Mr. Martin

I write to you that I
have this day sent to Mr
Jordan at his request a
Memorandum regarding a pro-
ject which he has formed,
of leasing part of the forests
of the Sandinista State. In
its present stage the project
must of course be treated as

FOR ORDERS.

confidential, but should
our suggestions be accepted,
and the Raja consent to
a loan, my paper could
probably be printed, and
in that case I should like
to have a few copies of
it for reference.

Believe

Truly

J. M. M. M.

C. S. Martin Esq

FOR ORDERS.

Note.

The mere financial result of the proposals would appear to be, for the leased portion of 27,000 acres only, as follows: -

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ExpenditureAnnual outlayManagement } 6387
or Interest on }Lease of }
27,000 acres } 8438
at 50 p. per acre }Rs 14,825.which at the end of the
27th year would amt. toRs 4,00,275

and at the end of the

50th year to Rs 7,41,250.

but to this sum must be added
the bulk of the ^{say 3 1/2 %} initial outlay on
Roads &c. put down at Rs 45,600.
to be spent in the first 5 years, &
another Rs 4,000 or Rs 5,000 shld.
be added for survey - say Rs 5,000 in all,
3 1/2 % of which (Rs 37,500) added to above, makes

Income

Years
1 to 2 . at Rs 3,000. 6,000
3 to 12 . at Rs 6,000. 60,000
13 to 27 . at Rs 15,000. 225,000

or at the end of the
27th year2,91,000Adding from the 28th to 50th
year at Rs 20,0004,60,0007,51,000

Total expenditure 7,78,750
" receipts 7,51,000
Deficit Rs 27,750.

P.T.C.

2
Rev: 2316/3

Rev: 11/1/06
11/1/06

cc/2

FOR ORDER

REVENUE DEPARTMENT.

105

If the lease is taken at 4 annas per acre as proposed by Mr. Gordon, then there will be a reduction of (Rs 8438 - 6750) Rs 1688 in the annual expenditure. or of Rs 84,400. in the total expenditure, which would leave a surplus of Rs 56,650 - instead of a deficit.

But Dr. Brandis speaks of a ^{larger} base of 32,000 acres at Rs 10,000 per annum, but he has not apparently worked out the increased expenditure & receipts for this larger area.

He appears to have treated the expenditure & receipts of the ^{32,000 acres of} British forest adjoining, separately, but though the separation of ^{annual} expenditure is clear, viz (Rs 8280 - 6387 =) Rs 1893, & of initial outlay, Rs 12,500, yet it does not appear what receipts, if any, will be realized beyond & above those already given for the leased forest, or generally, whether they will meet the extra expenditure to be incurred, & not accounted for in the statement above made. If that has to be added without receipts per contra, the deficit will of course be very much larger than that shown. it will indeed amount

to Rs 1,34,900 - if 5

annas are used for the purpose, 70
if 4 annas be given, the
surplus of Rs 56,650.

above referred to would be
converted into a deficit of
Rs 50,500 per annum

[Faint handwritten notes and calculations on the left page, including "sum of" and various numbers.]

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IN CIRCULATION.

Revenue Department.

6. 10. 61.

Confidential

3 The Right Honorable The GOVERNOR.

His Excellency The COMMANDER-IN-CHIEF.

1 The Honorable W. HUDLESTON.

2 The Honorable D. F. CARMICHAEL.

*Received by
D. F. Carmichael
for the
Revenue Department*

FOR ORDER

[Faint, mostly illegible handwritten text, possibly bleed-through from the reverse side of the page.]

Camp Permadivan
Kully

11th Feb. 82.

My dear Mr. Master, ¹⁰⁹

I have received your instructions in the matter of the proposed lease of the Sandur Forest, and will proceed in the course of next week to Sandur to see the Rajah on the subject.

I have a copy of Mr. Brand's Memorandum, Mah. Jeele. Man having kindly given me a duplicate, copied by one of his people.
Yours sincerely
A. L. E. S. S. S.

D.O.

No.

From Collectors of Bellary

Dated 20 Feb

1882

FOR ORDERS.

I submitted that your bustling, scheming, the proposals con- pushing European in a Native State is the tained in the memo- greatest nuisance possible andrum submitted in a political point of view - Consequently, in with this note of every state, Mysore, Mysore, Travancore, &c. be approved, so far as big enough for a treaty the possible addi- into us, we make the tional block in Sovereign engage to suffer the Donichalaya, Mysore no European to remain the concerned. there, without our leave.

We have no Treaty with Further that the petty State of Sandur, it should be dis- but it is to be borne that tinctly provided without the least comm- into our Political Office, in the case that one of our retired Major no interference Agents is to persuade the in the area to be Major to give him this Revenue can be big leave, & that our allowed. The tract our Govt. Solr, whom must be altogether we pay 1200 a month, is to draw up the parchment! The territory at the disposal

671

of Government
and it cannot
be left to chance
whether General
Beresford or any
one else may step
in & claim any
right of occupancy
or running.

Mr Gordon's con-
cluding remark
is important. He
had been desired
to have the draft
of lease prepared
in communica-
tion with the Govt
Solicitor but it
is obvious that
Mr Barclay is
hand & glove with
General Beres-
ford & in these
circumstances

means 1400 yds
mules: Gen. Beresford
is to get 10 yds mules -
forever. Let another
speculator or two secure
similar shares - &
where are we?

I should like to be Prof's &
inform Barclay of the
fact that we have known that
without our leave first
had obtained, such
a speculation is entirely
inadmissible; and that
before another step is
taken in the matter,
such leave must be
sought for - Barclay
that he at same time
warned to be more
careful - he hardly seems
to understand his position,
I think.

into his Beresford
lease set aside - there
is no further block
in Gordon's way. 49 91.

Gen. Gordon should
complete his negotiations
as soon as possible &
make the proposed stipulation
satisfactory to the Government
as far as the Government
is concerned. He should
be obliged to draw
up the necessary documents
without charge to Govt
or one in the position
that we pay a solicitor
1000 in a month & are
then obliged to pay more
or less to do his work?
If so the position is
intolerable & we should
transfer our business to
some one who will
engage not to put
us in such difficulties

his intervention is
not desirable
Perhaps the Govt
Pleaser should be
asked to advise
in the matter?
E/M

Govt instruct Gordon to
complete the negotiation
with the least possible
delay & to stipulate with
the Raja that the matter
included in the lease are
not to be affected by any
lease he may hereafter
grant to Gen. Beresford
but that it is to be
told the Raja that the
Solicitor in regard
to the negotiation, I
doubt the Govt principle
of the Treaty is in
the way. That the
can be held applicable

115

I do not feel that there is anything in Mr. Barclay's position on this subject which makes him cut from his brethren as the man alone well known fitted to be his confidential adviser of Govt. That is a position which should ~~only~~ always be held by a man of very exceptional mind.

Switzerland is exactly a
English State by the terms
of the Concord. It is
a free state & full
of as an independent
State. It is a free
not this is a reminder
look into the Swiss
lead to the principle of
the Treaty of Commerce. I don't
see how we can do in the
case of this English case. I
don't see any course
it is capable of being
and in a decision that
can claim the right
as an independent State.

But I don't tell the folks? I learn
him that the Govt could not
obtain permission to bring
a protest down to right L. H.
any part of his time & sacrifice
time - 1/18/22/26/28

This can be
left over for
discussion here
Gordon should
act immediately.
A. B. S.
Feb 24/82

Memorandum of Agreement made the
day of one thousand eight
hundred and eighty two between Rameshwar
Vittal Rao Minis Rao Chorpady Raja of
Saudar in the East India hereinafter
called the Raja of the one part and George
de la Roche Bampfylde a retired Major General
in the Madras Staff Corps lately residing at
Oreyam in the District of Kolar in the
Presidency of Madras who is at present in
England of the other part -

It is hereby agreed between the said
Major his heirs successors executors administrators
and assigns of the one part and the said
George and the Dorset his executors adminis-
trators and assigns of the other part as follows.

1 The said George de la Poo Governor
his executors administrators and assigns
shall from time to time and at all times
during the period of two years commencing
from the first day of January one thousand
eight hundred and eighty two have license
and liberty to enter in to upon and throughout
the lands and territories of the said
the boundaries of which lands and territories
are particularly described in the schedule
hereunder written for the purpose of prospecting
and examining for gold minerals and precious
stones coal, marble, granite, slate and other
valuable masses of a mineral nature the
quartz reefs and strata of earth, stone, rock
running through the said lands and
territories and also for the purpose of
obtaining to drive or sink shafts to any place
or places within such lands and territories

prospecting and examination
be begun by the said George de la
Borja his executor administrator
within six months from the
date.

The said George de la Borja his executor
administrator and assigns
find all manner necessary for the
uses of prospecting and examining
said lands and territories and in ap-
proving thereof therein and in all mat-
ters such period of time as he
may find to pay any such liability
in said Raja in respect of the same
to be on the date and when he
shall be required.

The said George de la Borja his executor
administrator and assigns
during the said period of time shall
be fully to select mark and survey
and to lock a piece of land within
the aggregate line of such selection
and no one shall be allowed
to cut two years or upwards from
the date of the last completion
than the said lands and territories
the said Raja and which he the
said George de la Borja his
executor administrator and assigns
shall be liable for the payment of
the said gold and metallic ore precious

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in mining of any piece of land having been
so selected marked out and surveyed by them
grant to him and his executor administrator
or assigns a lease containing exclusive
license and liberty throughout such piece of
land to mine and work all quartz reefs
and beds or strata of earth stone or rock
containing or supposed to contain gold
metalliferous ore precious stone coal marble
granite stone or other substances of a
marketable nature for the term of twenty
years from the date of such lease.

5 Every lease so to be executed by or
on behalf of the said Raja of the
said George de la Borja his executor
administrator and assigns as aforesaid
shall contain the terms and conditions
following that is to say

I Each lease shall be executed in
duplicate as lease and counterpart and
shall be registered in due form of law.

II Each lease shall grant to the
said George de la Borja his executor
administrator and assigns exclusive
license and liberty to search for mine and
work all quartz reefs and beds and strata of
earth stone or rock containing or supposed to
contain gold metalliferous ore precious stone coal
marble granite stone and other substances
of a marketable nature and the said lease
shall make marketable all such gold
metalliferous ore precious stone coal marble
granite stone and other substances found therein
for the term of twenty years from the date of such lease.

III Each lease shall contain power for
the said George de la Borja his executor

all gold and metallic ore precious
and base metals to grant to stone or other
of a merchant to be in their work
by them
each lease shall be for the term of
years commencing from the day
thereof
each lease shall be made in writing
by the said George de la Roca Beresford his executor
or assigns and shall be subject to the
Raja his heirs successors
and assigns from the date of
the lease and for the term of the lease the
assessments charges to and to be
assessed and paid in such
the amount of such assessments
payable at the date thereof to be paid
by him or according to the rules in
the district for the collection
of revenue and in addition to such
assessments shall pay a penalty
of thirty times the amount
assessed in respect of all assessments
which shall be required by the Raja
de la Roca Beresford his executor
or assigns for the purpose of
building thereon buildings or
any way opening the surface thereof
penalty or premium being computed
on assessments paid on the land

the land may be taken up by the said 119
George de la Roca Beresford his executor
administrators or assigns or during the term
of their lease provided that no man land
shall be comprised in a selected block unless
the said George de la Roca Beresford his
executor administrators or assigns can
himself or themselves lay out the holder or
make their own terms with them as to the
cession of their rights in which case the
payment of the fine or premium above-
mentioned shall be permitted and the said
George de la Roca Beresford his executor
administrators and assigns shall be
required only to pay to the Raja his heirs
which has theretofore been paid to the Raja by
the immediate or other occupants in the case of
man land. Provided also that the said
George de la Roca Beresford his executor
administrators or assigns shall during the
continuance of the lease pay in addition
to the annual assessment quit rent and
all local cesses and other taxes or rates of
every description for the time being payable
in respect of the premises or lands comprised
in the lease or of any buildings or works
erected thereon.

VI. Each lease shall provide for the
payment to the Raja his heirs successors
executor administrators or assigns or to any
officer appointed by him or them for the
purpose of receiving the payment of the
George de la Roca Beresford his executor
administrators or assigns a royalty of
five per cent upon the net sale proceeds
of all gold and metallic ore and

... and other minerals of a
nature which shall have been
mined, and made merchantable
said George de la Paer Beresford his
administrators or assigns and
heirs shall be paid out of all
of the same.

Each lease shall provide for the
said Raja his heirs successors
administrators or assigns or to
be appointed by him or them
purpose of receiving the payment
of said George de la Paer Beresford
executors administrators or assigns
royalty of ten per cent upon
the value of all precious stones
found on the land comprised in such
lease and such royalty shall be paid
out of all deductions whatever.
Each lease shall contain a provision
that whenever any of the said
assessments and royalties
shall be in arrears for the space of
thirty days after the expiration of
the time allowed for payment by
the said six and ten of paragraph
the said after the issue of a notice
the said Raja to the said

successors executors administrators or
assigns shall be at liberty to mine and
detrain all gold metallic precious
marble granite stone and
other substances of a saleable nature in or
about the mines or pits opened worked or
carried on by the said George de la Paer
Beresford his executors administrators or
assigns in the land comprised in such
lease and that the said Raja his heirs
successors executors administrators or
assigns may sell and dispose of any such
detrains as said lords may do for or in
arrears under dominion of lands and out of
such detrain or detrain and the moneys
produced thereby may deduct and retain
all arrears of rents or assessments and
royalties then due under the lease and all
expenses incurred in or about any such
detrains.

IX Each lease shall contain the following
covenants in the part of the said George
de la Paer Beresford his executors
administrators and assigns that be or they
will throughout the term of lease in the
best and most effectual manner and
without intermission except when prevented
by inevitable accident search for all gold
metallic metallic precious stones
marble granite stone or other substances
of a saleable character within or upon the
lands comprised in such lease and will
also if required and before the said Raja
desires to or permit to be taken by the said Raja

successors or their administrators
to give or his or their agent or agents
a sample of all metallic minerals
and other substances which shall be
crushed and made
table and prepared for sale
so to be being paid for by
his heirs successors executors
or assigns at the current
price and also that he the said
Raja or assigns will immediately
after the sale of the said metallic
minerals coal and other
substances give to the
said heirs successors executors
or assigns or his or their
agents a return of the prices
which the same respectively shall
be sold and if required the
said agents within ninety days
of the time of the extractions of the
said Raja or his successors

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and so that the Raja his heirs successors
executors administrators agent or agents
and assigns can have at all times free
access to proper books of accounts
of the workings of the said mines and the
costs thereof and of the disposal of the
metallic and metallic ore containing all
particulars of quantities dates and other
facts and circumstances necessary or proper
for ascertaining the exact value of such
metallic and metallic ore and also correct
maps plans and sections of the said mines
and workings and also will when required
by the Raja his heirs successors executors
administrators or assigns or his or their agents
or agents give to them copies of all entries
in the said books and of every such map
plan and section as aforesaid and also
will at the end of a season determine of the said
mines give up to the Raja or his heirs successors
executors administrators or assigns the said books
maps plans and sections in good and perfect
condition and also will throughout the said
term keep all boundary posts in good repair and
condition and every shaft pit or open working
within the said lands sufficiently lighted
for the proper working of man and beast and also
will use his best endeavours to keep the said
mines of the said Raja his heirs successors
executors administrators or assigns or his or their
agent or agents well kept up a close fell off a choke
any mine or shaft or adit will keep open and
not obstructed at all or any existing and also will
keep ways of any kind which shall be necessary
for the Raja his heirs successors executors

in good repair and working order.
to all respects in such state and
condition as is consistent with
the performance of the services
there contained and in the event
said Raja his heirs successors
his executor his assign
or assigns any of the land
mines or things belonging to the
said George de la Paer or his
heirs successors his executor
his assign or assigns shall be
willing to sell the same then in that case the
bulk of purchases may be
for the same shall in the case
of minerals be sold by auction
in the same manner as is herein before
ordered in the case of minerals
being as to the amount of damages to be
paid to the said George de la Paer
his executor his assign or assigns
as aforesaid.
Each lease shall contain an
express condition to the effect that
and whenever any part of the waste
is common to and royalties thereby
paid shall be in arrears for thirty
days the notice has been

or if and whenever the said George de la Paer
his executor his assign or assigns shall
refuse to carry on the regular working of the
mines or refuse to afford information
to the Raja his heirs successors executor
his assign or assigns or if and whenever
there shall be a breach of any of the
conditions on the part of the said George
de la Paer his executor his assign or assigns
or assigns then in such case the said Raja
his heirs successors executor his assign or assigns
or assigns or his or their agent or agents duly
empowered on that behalf may present
upon any part of the mines or workings
carried on under any such lease in the
name of the whole provided always that
no such entry shall take place until
after the expiration of a notice which shall
first be given to the said George de la Paer
his executor his assign or assigns or assigns
calling upon him or them
within a period of six months to give a
reasonable explanation of the matter
complained of and to satisfy the same
which notice shall be in writing and
shall be served on the said George de la Paer
his executor his assign or assigns or assigns
or assigns or any one or more of them or
his or their agent or agents or agents on
any part of the land contained in the
lease and to be signed by the said
Raja his heirs
successors executor his assign or assigns

... or any other persons specially
named on that behalf and in
all of any such explanations
... as above and the
of twenty years to be granted
... lease which is absolutely
so and to determine

... of any leases shall
... in the opinion of the said
... have been executed
... to be assigned to necessary
... of the local community
... or directly affected by
... of any operations carried
... the said George de la Roche
... his execution administrator
... under this agreement
... lease granted to him
... in pursuance thereof to provide
... of special police
... by the said George
... his execution
... and assign with
... as may be
... and between the parties
... by arbitration
... as above
... and

them for mining purposes under their
agreement shall be handed over to the
Raja for his sole use and benefit.

In witness whereof the said Rameshchander
Pillai Rao, Khand Rao Ghosepady and the
said George de la Roche (Beaufort) have
herein to set their respective hands this day
and year first above written.

The records to a more referred to.

The Panduramul lower bounded on the north
by the ... and north by the ... of ...
on the ... and south ... by that
of ... and a small portion of
... ... in the south and
... by the ... of ... containing
... by the ... one
... and forty four square miles or
thereabouts.

Signed by the said
Rameshchander Pillai
Rao Khand Rao
Ghosepady in the
presence of

Signed by the said
George de la Roche
(Beaufort) in the
presence of

No. Sander Forest
 From Collector of Bellary
 Dated 17 April 1882

FOR ORDERS.

In obedience to the instructions conveyed to him in D.O. from this office dated 4 March/82 The Collector of Bellary now submits a Provisional lease of the Forest land granted by the Rajah of Sander.

The first point in Mr Gordon's letter calling for notice is, whether this Provisional lease ought to be stamped -

Act I of 1879.
 Section I

Act I of 1868
 Section 2 cl. 8.

The Stamp Act extends to the whole of British India. The words "British India" mean the territories for the time being vested in Her Majesty by the St. 21 & 22 Vic, cap. 126. and the territories so vested are "those now"

* Sec 2 of the Statute

Copy forwarded with reference to P.D. & Mr. Hunter's views official of the land or will Sander Forest land.

Chartered
 Collector
 17.4.82

Recd 23/10/82

in the possession or
under the Government
of the East India Co.

Now the Rajah
summed thus as follows
"You shall have the
entire management of
the Revenue and police
of your jaghire; and
also the duty of ad-
ministering Civil justice
subject to the under-
mentioned conditions".
Again, "you shall
be answerable to the
Dumki Comptroller for the good
Govt of your jaghire".

Therefore Sanders
was not "in the possession"
or "under the Govt of the
East India Co." when
the Statute was passed
and it accordingly
follows that the lease
is not subject to the pay-
off stamp duty.

The Comptroller paid, with
however he liable
being incurred in
British India.

The Comptroller paid with
£400 on behalf of H.
M. ? But then are
Hampden required in
such cases. L.H.

This special provision in
the lease seems ample
it protects Govt against
all intrusion and gives
free and unmolested
possession & use of the
said lands.

If the Provisional
lease be approved,
may Mr Gordon at once
employ the necessary
surveyors & establish
as requested by him?
I approve. With
the Govt. to employ the
surveyors of the Govt. that
a lease of the land has been
made under instructions
from Govt. & that the Govt.
treasury is aware of
that he has employed it
with approval of Govt. -
But I am not sure that
it should be charge & bill.
I have no objection
is my opinion in relation
to his sanction of the
first. Prof. & Govt.

27/6/02

FOR ORDERS.

135
Pebham.

From

Madras Revenue

To

Collector, Bellary

^{deputy-official}
Your ~~letter~~ ^{seventeenth}. Sundoor Provisional
Lease approved. Employ necessary ^{conservancy} establishment
~~and~~ pending Govt. communication with Board.

2/15/82 JH

FOR ORDERS.

902-5-22-405-A

129
Counterpart of a Provisional
Lease executed by the Right
Honble the Secretary of State
for India in Council by
and thro' the Govt of Madras
for Forest Land granted
in lease by the Rajah of
Sunder

The Right Honble the Secretary
of State for India in Council,
for himself, his successors
and assigns, hereby accepts
from Ramchander Vittal
Rao, Hindu Rao, Ghorepady,
for himself,
Rajah of Sunder, his
heirs, successors & assigns,
in lease for the period of
twenty-five years from the
1st day of May 1882, renew-
able at the option of the
said Secretary of State
for India in Council, his successors

and assigns at the
end of that period and
on the expiration of
every succeeding period
of twenty five years
on the same terms, up
to 40,000 acres of the
tracts of Hill situated
in the Sunder territory
and which may be
described as follows:-

(i) The Raman droog
range extending from
Kathully limits on the
N. W. to the Kanirchully
road on the S. E.

(ii) The Jambanatti and
Tammanai Good range
extending from the British
boundary on the N. W.
near Kathully to such
point near Yettimhutti
as may hereafter be
determined.

(iii) In the event of the
above mentioned two
ranges falling short in
their aggregate area of
the required 40,000 acres,
as much of the ~~Soni~~
~~East~~ Mullay range (i.e.
the range of Hills extend-
ing southward from the
Yettimhutti Pass to Oobla-
indy and beyond and
east of the Koshully
valley) as will bring
the aggregate area of
the land hereby accepted
in lease up to 40,000 acres.

The Right Honble
the Secretary of State
does hereby bind and
oblige himself, his
successors & assigns,
in consideration of
the warrant by the said Rajah of
Sunder for the free and unmolested
possession & use of
the said lands for the

time specified without
any intrusion and
without any restriction
whatsoever as to the
use and disposal by
the said Secretary of
State for India in Council,
his successors & assigns
of the vegetable products
of the soil leased, and
in consideration of the
continuance to the
said Secretary of State
for India in Council,
his successors and
assigns of all the
privileges hitherto
enjoyed by Forest
Contractors, to give
to the said Rajah of
Sunder, his heirs,
successors and assigns
the sum of four annas
per acre per annum
for every acre good

at this rate for all the
land occupied

and had together that
the said Secretary of
State for India in Council,
his successors & assigns,
may occupy under
the aforesaid lease;
and to pay to the said
Rajah of Sunder, his
heirs, successors and
assigns by monthly,
quarterly or such other
payments as may
hereafter be determined.

The Right Honble the
Secretary of State for
India in Council, for
himself, his successors
and assigns does hereby
further agree & promise
to determine by actual
survey at his or their
own cost the area of
the said tracts within

nine months from the date of his or their being put in possession hereof and does also agree that the rent for the said lands shall run from the date of his or their obtaining possession hereof but only upon the area finally included in the lease after actual measurement.

And it is also further agreed that the land secretary of state for India in Council, his successors and assigns, shall, on the completion of the aforesaid survey, accept in lieu of the aforesaid provisional lease, ^{one} ~~a final lease~~ ~~and shall execute~~

¹¹⁵
~~a Counter part thereof,~~
both respectively contain-
ing the same conditions
as the aforesaid provis-
ional lease and thus,
the Counter part thereof,
but embracing the actual
area occupied under
the lease, defining the
boundaries, and
generally, with greater
accuracy, noticing
and laying down
any collateral matters
which it may be found
necessary to state.

JW
5/5/82

JW
5/5

Obtained
9. May 1882

8

Counterpart of a Provisional
 lease of Forest land
 granted by the Rajah
 of Sundar.

Print as above
 28. 2/5/82

Stone No. 1928

Revenue Sep 4

No 15588/2 May 1882

117

Read the following papers

1. C. No. 2316. Print with
 enclosure viz. Mr.
 Brandis's memo.

2. Print.

3. Print.

4. Print.

5. C. No. 2317. Print together
 with enclosure.

6. Print.

7. Print together Provisional
 lease. Print as above
 in abstract.

Extract from letter
 from the Collector and
 Agent Bellary of 24th
 January 1882.

Telegram to the Govt.
 of India of 7th February 1882.

Telegram from the Govt.
 of India of 10th Feb 1882.

Letter to the Collector
 and Agent Bellary of 10th
 Feb 1882.

Extract from letter from
 do. do. of 20th Feb 1882.

Letter to do. do. of 4th
 March 1882.

Extract from letter from
 do. do. of 11th April 1882.

G. O. 2/5/82

The Provisional
 Lease executed by the
 Rajah of Sundar is
 accepted by the Right
 Honorable

Honorable the Governor
 in Council, and a
 counterpart thereof,
 duly signed on behalf
 of the Secretary of State
 for India, will be forwarded
 to him through the
 Collector and Agent
 at Bellary. Neither
 of these documents
 requires to be stamped.

2. Ordered that the following telegram be sent to the Collector.

"Your Semi Official
seventeenth. Under
Provisional Lease
approved. Employ
necessary Conservancy
Establishment, pending
Government com=
munication with the
Board".

3. The Collector will ^{of forests} communicate to the Conservator ^{through the} at once ~~report to the Board~~ ^{of}

*. Substantiated Receipt

* Lot for Ordinary

* Letter for Calcutta
The tenor of the first part of the
Humble. Mr. Huddleston's directions seems
to contemplate the charges being debited
to Jungle Canteenancy; - but the latter
part. to Forests. As the Jungle Canteen.
Fund available in Bally is (as
surmised) small (Rs 11, 350 by last
Bd/M) & the base appears more
strictly to appertain to "Forests" which
must at all events meet the Rs 10,000
for the base the order has been
drafted differently from the first
part of the Humble. Member's directions

of Revenue the particulars
of the establishment is
entertained by him under
the above sanction. The
establishment as well
as all other charges in-
cidental to this transac-
tion should be debited to
Forests, and the Board
of Land Revenue

For sale, and
with ~~in consultation~~
with ^{will} the Conservator of
Forests, report whether
any, and if so, what
extra provision of funds
is necessary.

4. The Superintendent of Revenue Survey is requested to communicate with the Collector and report at an early date, the arrangements proposed for carrying out Mr. Brande's suggestions at paragraph 30 of his memorandum dated

dated 29th December 1884.
The Survey must be completed well within the 9 months stipulated by the Provisional Lease. The results will then be ready for incorporation in the Lease which will have to be prepared by the Government Solicitor.

5. Adverting to the agreement which the Rajah contemplated entering into with General Bercsford conveying to him the right of prospecting for minerals throughout his territory, the Right Honorable the Governor in Council is of opinion that, with reference to the spirit of treaties generally with Native States, the Political Agents concerned should, in all such matters, be

Note. This paragraph is from instructions from Council.
JMS

...
...
...
...
...

...
...
...
...

be consulted before any concessions of the kind are actually made. Necessary orders to this end will be issued in the Political Department.

7W/5/5.

Copy to the Govt of India, Home Department, for information.
No 455-53
Cecil Rhodes 26-1-87

- To The Coll^r & Agent, Bellary
with Counterpart of the Provisional Lease for delivery to the Rajah.
Board of Revenue.
Conservator of Forests.
Inspector Genl. of Forests with the Govt. of India, on Special duty.
Financial Dep^t.
Political Dep^t.
Supt. of Rev. Survey.

2-6-87

100
10

[Faint, mostly illegible handwritten notes in the top left corner.]

Mr. [illegible]

[Faint handwritten notes below the name.]

*received
Print as indicated
within. Counterpart of
proof here to be printed as
annexure to S.S.
9/5/82*

*Mr. [illegible]
[illegible]*

Enc.

*ch-5-82.
29-5-82*

Page 11-5-82