M.R.O. 1—77,006—8-6-37.

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(3) Initials of the Referencer

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MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 1846 Revenue Press Misc

Dated 23-3- 1887.

Not to be folded or roughly handled

This Indenture dated the 4 day of
1887. Between Valia Amah alias Thatri
Averjal Nambidi Ittaffa of the Royal family of
Kolangode on behalf of herself and all other the
members of the Tarward (hereinafter called the Lessor)
of the one part and the Right Honorable the Secretary
of State for India in Council (hereinafter called the
Lessee) of the other part. Whereas by a document
purporting to be a lease dated the 12th day of October
1867 and made between the Vangavatil Valia
Nambidi of Kolangode and the British Government
after reciting that the said Vangavatil Valia
Nambidi was desirous of leasing the Forest tracts
therein mentioned to the British Government who
were desirous of undertaking the management
and enjoying the usufruct of the same it was
agreed that for the term of 99 years from the
first day of January 1867 the sole control manage-
ment and enjoyment of the Forest tracts therein
specified and which are hereafter particularly
described in the 1st schedule hereunder written
should rest in and were thereby leased and conveyed
to the British Government and its representatives
upon the terms that during the Continuance of
such

Such lease the British Government should be at liberty to place the said Forest tracts under such officers and lay down such rules for conservancy and management as to it should seem fit subject to the customary rights of hill tribes to cut jungle wood for their own use but not for sale and to the usual Jummi rights of Ivory Honey Cardamoms and such like hill produce and subject also to the payment of certain sums or fees known as Stump fees therein mentioned upon every natural Tree and upon every Tree (planted by the said British Government) of the descriptions therein specified which should be cut by the said British Government for Sale Provided however that no such stump fee or other due should be Charged upon Trees planted out by the said British Government and which might be cut when Saplings or upon any Trees felled for thinning the said Forests or for clearing roads bridging hunting or other Conservancy purposes And Whereas it was also provided by the now reciting lease that the said British Government should pay to the said Vanjavatil Valia Sambidi the sum of Rupees 30,000 in advance on account of the Stump fees which might become payable by

by the said British Government in accordance with the terms of the now reciting lease such sum of Rs 30,000 not to bear interest and that until the said Sum of Rs 30,000 should be repaid and satisfied no Stump fee becoming due to the said Vanjavatil Valia Sambidi under the now reciting lease should be paid in money but should be carried to the credit of the said Vanjavatil Valia Sambidi in account with the said Government until the said advance of Rs 30000 should be liquidated And whereas the now reciting lease was also subject to certain Contracts in favour of parties mentioned therein all of which said contracts have since the date of the said lease been fulfilled And Whereas the said sum of Rupees 30,000 was duly advanced by the lessee to the said Vanjavatil Valia Sambidi And whereas it has been found impossible by the Forest officers of the Lessee to enforce the rigid protection against fire and cattle grazing necessary for the reproduction of young trees so long as any rights are reserved in favour of the inhabitants of the adjoining hills to enter upon the said Forests and

cut

cut jungle wood thereon and also so long as the Lessee is entitled to enter upon the said Lands for the purpose of exercising her Jenmi rights in respect of Ivory Honey Cardamoms and such like produce And whereas in Consequence of the want of proper means of Communication with such Forest land the Forest officers of the Lessee have found it impossible to fell and cut any trees other than Teak Vengai and Rosewood save at a loss to the Lessee And whereas owing to the Scarcity of Teak Vengai and Rosewood Trees in the said Forest as compared with the trees of a less valuable description and in Consequence of there being no obligation upon the Lessee in and by the terms of the said lease of the 12th day of October 1867 to cut and fell any specific number of trees during the period of the said lease the income of the Lessee has averaged since the 12th day of October 1867 the date of such lease Rupees 650 only per annum And Whereas out of the said advance of Rupees 30,000 so made to her as aforesaid the Lessee has only been able to repay by the retention by the lessee of the Stumpage fees reserved in respect of

of all trees felled by him the sum of Rs 12,34 leaving the sum of Rupees 17,659 still due and owing by her And whereas it has also been ascertained by the lessee that unless the lessee should cut and fell a far larger number of trees than heretofore the said sum of Rs 17,659 still due and owing by her as aforesaid will not be liquidated for many years during which period the lessee will derive no income or benefit from such Forests other than those in respect of the Jungle wood Ivory Honey Cardamom and such like hill produce reserved to her by the said lease of the 12th day of October 1867 And Whereas the lessee has had the value to her of the said Jungle wood Honey Cardamoms and hill produce valued by her Karnestan and by other Members of the Tarwad and the sum of Rs 1000 per annum has been ascertained to be the approximate value of same And whereas the lessee is indebted to the several parties mentioned in the second Schedule hereunder written in the amounts therein mentioned which said debts have been incurred by her or by her predecessors under the circumstances

and

for the purposes mentioned in such Schedule and were so incurred on behalf of and for the benefit of the said Sarward And whereas the lessor has requested the lessee to advance her the sum of Rs 75,000 for the payment off of such debts which he has consented to do upon the terms and conditions hereinafter appearing. And whereas after consultation with her Karistan and with the members of the said Sarward the Lessor has agreed with the lessee for the surrender by her of the said lease of the 12th day of October 1867 and for the granting by her instead and in lieu thereof to the lessee his successors and assigns of a fresh lease for eighty years the unexpired portion of the term of 99 years reserved in and by the said lease of the 12th day of October 1867 and for the perpetual renewal of the same for like periods such arrangement being in the opinion of the lessor and her Karistan and the members of the said Sarward for the benefit of the said Sarward generally Now this Indenture witnesseth that in consideration of the surrender by the lessee of the hereinbefore recited

recited Lease of the 12th day of October 1867 in respect of the premises intended to be hereby demised (by an Indenture of even date but executed prior to the execution of these presents) and also in consideration of the sum of Rs 75,000 paid by the lessee to the lessor or to be paid on her behalf to the several parties mentioned in the second Schedule hereunder written as hereinafter provided the lessor doth hereby demise unto the lessee his successors and assigns All that tract of Forest land situate in the Collectorate of in the Registration District of in the Presidency of Madras known as the Tekadi Forest the particulars whereof are given in the first Schedule hereunder written and are delineated in the plan attached to these presents

Together

Together with all rights easements and appurtenances thereto belonging or reputed to belong or usually occupied or enjoyed therewith freed from all rights of hill tribes or others to cut Junglewood or collect hill or other produce therein and also freed from all Jemmi rights of the lessor in respect of the said tract of Forest land or the produce thereof save as is hereinafter excepted To have and to hold the premises hereinbefore expressed

to be hereby demised unto the lessee his successors and assigns for the term of 80 years from the day of 1897 (determinable nevertheless as hereinafter provided) Yielding and paying therefor during the first 37 years of the said term of 80 years or until such time as the said several sums of Rs 75000 and Rs 17659 or together Rs 92659 shall be liquidated the yearly rent of Rs 2500 by two equal half yearly payments on the day of and the day of the first of such half yearly payments to be made on the day of 1897 and Yielding and Paying for the remaining 43 years of the said term of 80 years the yearly rent of Rs 6000 by two equal half yearly payments on the day of and the day of And the lessee doth hereby for himself his successors and assigns covenant with the lessor her legal representatives and assigns as follows.

1. That he the lessee his successors and assigns will during the said term of 80 years pay to the lessor

lessor her legal representatives or assigns the said rents on the days and in the manner aforesaid.

2. That he will also pay all existing and future taxes assessments and outgoings of every description for the time being payable in respect of or charged upon the said premises.

3. That he will permit the Lessor her legal representatives and assigns and his and their Agents Contractors and Servants the full and free use of the road or track leading from Tellikulb Tekadi and thence through Puthumudi to the Government Reserved Forest known as Gadara-Vayal and also of the Timber Slip adjoining the Road from Tekadi to Puthumudi the portion of the said road over which the Lessor her legal representatives and assigns and their Agents or Contractors and Servants shall have and exercise such right of way being marked and the plan annexed to these presents with the letters

and

4. That he will also permit the Lessor her legal representatives and Assigns and her and their Agents

Contractors

Contractors and Servants to land Timber upon the Banks of the Tekadi River at the 5 Several points marked on the said plan annexed hereto and marked with the letters such timber to be taken from such points to the nearest point on the Road mentioned in Clause 3 hereof Provided always that such permission shall only extend to all timber which shall be stamped with the Stamp of the Lessor her legal representatives or assigns and which shall be accompanied by a Pass or Permit identifying such Timber both by number of pieces and by the marks thereon such pass or permit to be signed by the Lessor her legal representatives or assigns or by some duly authorized Agent.

5. That he will also permit the Lessor her legal representatives and assigns and his and their Agents Contractors and Servants to have all such timbers so stamped and accompanied by a pass or permit as provided in clause 4 of this agreement at the top and bottom respectively of the Timber Slip adjoining the Road from Tekadi

to

b Pathamount referred to in Clause 3 of this Agreement and at no other place.

6. That he will deliver to the Lessor his legal representatives and assigns all clefts locks & fastened or ivory found by him upon the demised premises upon payment of all expenses in connection therewith including therein the payment of the usual reward to the finder of such ivory or at the option of the lessee his successors or assigns will pay the Lessor his legal representatives or assigns the fair market value of the same after deducting therefrom all such expenses as aforesaid.

7. That in case any of the parties mentioned in the Second Schedule hereunder written shall refuse to receive the sum or sums so entered therein as being due to him or them respectively the lessee his successors or assigns will when and so soon as such parties shall be ready and willing to accept the same pay such sums to him or them respectively.

8. Provided always and these presents are on this express condition that if the rents hereby reserved or any part thereof shall be in arrear for three Calendar months the lessor her legal representatives and assigns may enter upon any part of the said premises in the name of the whole and thereupon the said term of 20 years shall absolutely determine.

9. Provided always and it is hereby further agreed and declared that if the lessee his successors or assigns shall be desirous of surrendering up this lease at the end of first 20, 40 or 60 years of the said term and of such his or their desire shall give at least one years notice in writing before the end of the first 20, 40 or 60 years as the case may be unto the lessor her legal representatives or assigns by delivering to or leaving such notice at his or their usual place of abode and shall pay all rents to the expiration of such notice and shall then or previously quit and relinquish possession of the said demised premises then & in such case from the expiration of such 20, 40 or 60 years this indenture shall be void and of no effect except only for the purpose of enforcing the payment

payment of the rents and performance of the Covenants up to the end of such first 20, 40 or 60 Years.

And the Lessor doth hereby for herself and the Members of the said Tarwad and her and their Legal representatives and Assigns Covenant with the Lessee his Successors and Assigns as follows

10. That the Lessee his Successors and Assigns paying the rents hereby reserved and performing and observing the Several Covenants by the Lessee hereinbefore Contained may peaceably hold and enjoy the said premises during the said term without any interruption by the Lessor her Legal representatives or Assigns or by any Member of the said Tarwad or any person lawfully claiming through her them or any of them.

11. That if the Lessee his Successors and Assigns shall be desirous of taking a renewed Lease of the said premises for the further term of 80 Years from the expiration of the said term hereby granted and of such desire shall give notice

notice to the Lessor her Legal representatives or Assigns and shall pay the said rents hereby reserved and observe and perform the several Covenants and agreements herein Contained and on the part of the Lessee his Successors or Assigns to be observed and performed. She the Lessor her Legal representatives or assigns will upon the request and at the expense of the Lessee his Successors or Assigns and upon payment by him or them of the Sum of Rs 5000. as a premium for such Renewal forthwith execute and deliver to the Lessee his Successors and Assigns a Lease of the said premises for the further term of 80 Years at the same Yearly rent and under and subject to the same Covenants provisoes and agreements as are herein contained including therein the present Covenant for renewal

12. And it is hereby expressly agreed and declared that the said Sum of Rs 92.659 or so much thereof as shall for the time being remain unpaid shall be and remain a valid and

and Publicating Charge upon the premises hereby demised until the Same shall be fully paid and Satisfied.

/ True Copy /

Ag. Sub Secretary.

Dated this day of 1887.

Valia Amah Nambidi
of Kolangode to The Secretary
of State for India in Council.

Lease of the Jelladi Forest.

By W. Ex. Morgan
Ag. Govt. Solicitor

This Indenture made the day
of 1887 between the Secretary of
State for India in Council (hereinafter
called the Lessee) of the one part and
Valia Amah alias Dhabri Avergal
Nambidi Staffa of the Royal Family
of Kolangode on behalf of herself and
all other the members of the Tarwad (here-
inafter called the Lessor) of the other part.
Whereas by a document purporting
to be a Lease dated the 12 day of October
1867. Vangavatil Valia Nambidi did
lease to the British Government all
that tract of Forest land known as
the Jelladi Forest situate in the
District of

in the Registration District of

in the Presidency of Madras bounded on the East by the boundary line specified in the Grant Survey from Coocheemala to Vengoli Peak on the South by the passage of the Vengoli Peak Soffyvara Pillaut Pullyaundy and Pellicalaur on the West by the Chenga Convoy Pounalaindan Paurary and the river which rising at Peakady flows in a continuous South-west direction joining the Pellicalaur and running down to the Pallikanthutty and on the North by the Nagra Mullah and the South watershed of Koochimalai To hold the same save as therein is excepted unto the said British Government from

from the 1st day of January 1867 for a term of 99 years thence next ensuing upon the terms & conditions in the now recited Lease mentioned and under & subject to the covenants and conditions therein contained And whereas it has been agreed that the Lessee shall surrender the premises demised thereby by the hereinbefore recited Lease of the 12th day of October 1867 and that the Lessor shall thereupon grant to the Lessee a Lease for the term of 80 years perpetually renewable in respect of such land Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration

of

of the premises the Lessee doth hereby surrender assign and yield up unto the Lessor her legal representatives and assigns All that the said tract of forest land comprised in and expressed the demised by the said recited lease of the 12th day of October 1867 and all the estate right title interest property claim & demand of the Lessee of in and to the said premises respectively To have and to hold the same unto the Lessor her legal representatives and assigns for the residue & remainder now to come and unexpired of the said term of 99 years granted by the said recited lease

of the 12th day of October 1867 to the intent that the said term of 99 years created by the said recited lease of the 12th day of October 1867 may merge and be extinguished in the reversion & freehold of the said premises

In witness whereof

by the order and direction of the Governor in Council of Fort St George acting for and on behalf of the Secretary of State for India in Council has hereunto set his hand and seal the day and year first above written.

/True Copy/

A. Sim
Ag. Sub Secretary.

E.A.
C.J.

Confidential

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REVENUE BOARD OFFICE MADRAS.

Proceedings of the Board of Revenue.

Dated 18th March ~~1886~~ 1887

Forest No. 156.

READ the following letter from the Acting Government Solicitor, Madras, to the Secretary to the Board of Revenue, dated 12th March 1887, No. 1401.

Tekadi Forest Lease

Herewith I have the honor to forward fair copy surrender of the existing Lease of the 12th October 1867, and fair copy of the new Lease which it is proposed to take in lieu thereof.

2. With reference to the latter document, I have had to recite the old Lease somewhat at length in order to show as far as possible the reason for the new one; I have also inserted other recitals bearing upon the subject with a view to shewing that the new Lease is as much

Record

1887

The Secretary of
State for India in
Council
&
Vellia Pillai
Municipality of Vellore

Surrender of
Lease of Tekadi Farm
12 October 1867.

Draft prepd

much for the benefit of the Lessor, as the Lessee, the subject matter of which recitals I have taken from the letters of Colonel Campbell Walker and the Proceedings of the Board.— These recitals however may possibly not be as full as is desired and can therefore be altered where necessary.

3. I have numbered the several Covenants entered into by the Lessor and the Lessee respectively, in order that the document may be more readily followed: Care will have to be taken in filling up the blanks in Covenant No. 3, and if a reference to Bilestones is found impossible, some other means must be devised by which all chance of dispute on this ground may be avoided.

4. By the 4th Covenant I have empowered Government to surrender the Lease at the end of the first 20, 40 or 60 years: it might be as well that Government should have this power, should the anticipation of the Forest Officers not be fulfilled.

5. By the last proviso I have made the total of the sums of Rupees 75,000 (the present advance) and Rupees 17659 (the balance of the advance of Rupees 30,000) a continuing charge upon the premises.

6. The lease being perpetually renewable is for all practical purposes a complete alienation of the land and the cases on the point have left it somewhat doubtful whether a document of this description is binding upon future proprietors. It might be as well I think to refer this point specifically to the Advocate General and I certainly think that every effort should be made to get at all events some of the principal members of the Harward to join in the Lease.

7. I would also suggest that with the object of rendering the lease as free from objection hereafter as possible, the Rent and also the Renewal fees upon each renewal of the Lease should be

be progressively increased.

8. The two Schedules can be attached to the Lease when the fair copy is returned for engrossment.

Resolution

Submitted to Government for early orders, in regard to para 7 of the Government Solicitor's letter. The Board themselves do not think that any such increase as is recommended, is actually necessary.

2. All that can be done in this preliminary stage in Madras has been done, and the Conservator proceeds shortly with the originals of the Enclosures now submitted to take further action in Coimbatore and Palghat. The result of such action will be communicated to Government in due course.

True Copy & Extract

A.T. Shirreff

Ag. Sub Secretary.

To The Secretary to Government P.D.
with Copies of two Leases

Copy. Conservator of Forests, S. Circle
Collector of Malabar

Jam cl

Confidential no. 10
1887.
~~1886.~~

Board of Revenue,
MADRAS.

2234

To

GOVERNMENT OF MADRAS
21 MAR 87
REVENUE DEPARTMENT

The Secretary to
Government,
Revenue Department.

Proceedings, dated 18th March 1887
Forest No. 156.

Subject.

Submg: to Govt. for early orders Copies of the two Leases of the Tekadi Forests and stating that the Conservator of Forests S.C. proceeds to Palghat to take further action in the matter & the result of such action will be communicated to Govt. in due course.

C. 21-3-87
R. 22-3-87

33

BOARD OF REVENUE, 18TH MARCH 1887, FOREST NO. 156.

CONFIDENTIAL

PROCEEDINGS OF THE BOARD OF REVENUE.

READ—the following letter from the Acting Government Solicitor, Madras, to the Secretary to the Board of Revenue, dated 12th March 1887, No. 148:—

Tekadi Forest Lease.

Herewith I have the honor to forward fair copy surrender of the existing lease of the 12th October 1867, and fair copy of the new lease which it is proposed to take in lieu thereof.

2. With reference to the latter document, I have had to recite the old lease somewhat at length, in order to show, as far as possible, the reason for the new one; I have also inserted other recitals bearing upon the subject, with a view to showing that the new lease is as much for the benefit of the lessor as the lessee, the subject-matter of which recitals I have taken from the letters of Colonel Campbell Walker and the Proceedings of the Board. These recitals, however, may possibly not be as full as is desired, and can therefore be altered where necessary.

3. I have numbered the several covenants entered into by the lessor and the lessee respectively, in order that the document may be more readily followed: care will have to be taken in filling up the blanks in covenant No. 3, and if a reference to milestones is found impossible, some other means must be devised by which all chance of dispute on this ground may be avoided.

4. By the 7th covenant, I have empowered Government to surrender the lease at the end of the first 20, 40, or 60 years; it might be as well that Government should have this power, should the anticipation of the Forest Officers not be fulfilled.

5. By the last proviso I have made the total of the sums of Rs. 75,000 (the present advance) and Rs. 17,659 (the balance of the advance of Rs. 30,000) a continuing charge upon the premises.

6. The lease being perpetually renewable is, for all practical purposes, a complete alienation of the land, and the cases on the point have left it somewhat doubtful whether a document of this description is binding upon future proprietors. It might be as well, I think, to refer this point specifically to the Advocate-General, and I certainly think that every effort should be made to get at all events some of the principal members of the tarward to join in the lease.

7. I would also suggest that, with the object of rendering the lease as free from objection hereafter as possible, the rent and also the renewal fees upon each renewal of the lease should be progressively increased.

8. The two schedules can be attached to the lease when the fair copy is returned for engrossment.

RESOLUTION—dated 18th March 1887, Forest No. 156.

Submitted to Government, for early orders, in regard to para. 7 of the Government Solicitor's letter. The Board themselves do not think that any such increase as is recommended is actually necessary.

2. All that can be done in this preliminary stage in Madras has been done, and the Conservator proceeds shortly, with the originals of the enclosures now submitted, to take further action in Coimbatore and Palghat. The result of such action will be communicated to Government in due course.

(A true Copy and Extract.)

Acting Sub-Secretary.

To the Secretary to Government, Revenue Department,
with copies of two leases.
Copy to the Conservator of Forests, Southern Circle.
" " Collector of Malabar.

Exd. F. R. Bantleman.

REVENUE DEPARTMENT.

1887.

Board of Revenue,

MADRAS.

CONFIDENTIAL.



Printed

Proceedings, dated 18*th March* 1887,
Forest No. 156.

Submitting to Government, for early orders, copies of the two *leases of the Tekadi Forest*, and stating that the Conservator of Forests, Southern Circle, proceeds to Palghat to take further action in the matter, and that the result of such action will be communicated to Government in due course.

Current No. 2234.

From The Board of Rev.

Dated 18th March 1887.

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FOR ORDERS.

It is submitted that the opinion of the Advocate General be taken on the points mentioned by the Govt. Solicitor and that the case be on no account turned through on the score of the near approach of the close of the Off. year.

I beg to mention that a couple of days or so ago I met Col Walker and then the conversation casual conversation asked him how the Tekadi lease affairs was progressing. He then told me that at the eleventh hour it had been discovered that though the Nambadi was at the time of the execution of the present lease the head of the Tarwad that was good reason for believing that the man had no more an hour had passed then attained his majority and was likely to give trouble. He pointed caution appears therefore necessary in dealing with this case. Col Walker told me that

I think Mr Spring Branson & Mr Pace & Campbell Walker

Yes

Yes

Yes

further inquiries were being made Draft of lease of Teliatōpe Inams.

FOR ORDERS.

Commutation Rules G.O. No. 1826 (Revenue G.O. No. 384)

C. 21.3.87
R. 22.3.87

REVENUE DEPARTMENT.

4

PROCEEDINGS OF MADRAS GOVERNMENT. 39

C. No. 2234 from
The Board of Revenue

No. 1846 dy 23-3-87.

The point raised in
a. 6. of the letter from
Govt Solicitor. Read
will be referred
the Adv. advocate General
his opinion.
etc. in the opinion
Govt, highly desirable.
at the latter officer
uld be fully informed
to all facts, bearing
the proposed revision
the leases. the Conserv-
or of Forests S. Circle
ll be requested to
range for a personal
terview with Mr Spring
Branson. on as early a
date as practicable.

The Conservator of Forests S. C. / Board of Revenue / Govt Solicitor } Dec. 24.3

6th
22.3

7.C.8 2329/85

1946
23-3-87