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MADRAS RECORD OFFICE.

Government of Madras

Revenue DEPARTMENT.

G.O. No.	744 Revenue	Press Ms.
Dated	30th August	1889.

Not to be folded or roughly handled

30TH AUGUST 1889, No. 744, REVENUE.

GOVERNMENT OF MADRAS.
REVENUE DEPARTMENT.

Read—the following Proceedings of the Board of Revenue (Land Revenue), dated
9th April 1888, No. 355 :—

W. S. WHITESIDE, Esq., C.S.

Read—the following letter from L. R. BURROWS, Esq., Collector of Nilgiris, to
the Secretary to the Commissioners of Land Revenue, dated Ootacamund,
24th " 1888, No. 141 :—

The late John Hodges was the owner of two pieces of land in Ootacamund,
with a house as Prospect Lodge built on one of them (settlement No. C-172).
The particulars according to the late revenue settlement are as follows :—

—			Area.	Assessment.
			ACS.	RS. A. P.
C-172	...	...	8.56	11 8 9
C-173	...	...	4.77	4 2 5
Total ...			13.33	15 11 2

They were leased by Mr. Hodges under a lease for 99 years granted by the East
India Company, bearing No. 123 and dated 17th April 1846, on which a memorandum
is written as follows :—

"There is now only one dwelling-house on the land referred to in this instrument. It is
agreed that in the event of there being more dwelling-houses than one erected thereon hereafter
one cawni (= acres 1.32) on account of each dwelling-house shall be liable to be assessed at
Rs. 5-4-0."

2. Mr. Hodges died in January 1886, bequeathing by will settlement No. C-172,
acres 8.56, to Mrs. Alice Salmon with the house thereon, and settlement No. C-173,
acres 4.77, on which there is now no building, to Colonel F. S. Fitzpatrick, by whom
the land has recently been transferred to Mr. C. Sabapathy Iyah.

3. Messrs. Cowdell and Winterton have now applied for permanent pattas in
the names of Mrs. Salmon and Mr. Sabapathy Iyah for their respective lands with
the house.

4. Paragraphs 1 and 16 of Standing Order No. 38 authorize the issue of permanent pattas for "lands occupied by dwelling-houses or factories and for lands occupied or intended for gardens or plantations properly so called."

5. The land purchased by Mr. Sibapathy Iyah does not fall within the above description as it has not yet been built upon, nor is it a plantation or garden properly so called, and I am writing to Messrs. Cowdell and Winterton that the permanent patta cannot be issued.

6. The present reference has arisen in connection with Mrs. Salmon's property, C-172. This number, as above said, measures 8.56 acres, with only one dwelling-house on it. It is assessed as follows:—

	RS.	A.	P.
For the dwelling-house, 1.32 acres at Rs. 3-15-8 per acre	=	5	4 0
For the remainder, 7.24 acres at " 0-13-11 "	=	6	4 9
Total ... 8.56		11	8 9

The question is, if a permanent patta can be claimed by the owner, what amount should be entered in it as payable thereafter in perpetuity. The rules are silent on this point; but the form of patta, clause 1, and paragraph 3 of Board's Proceedings, dated 21st June 1883, No. 1801, disposed of in G.O., No. 897, dated 23rd July 1883, Revenue, indicate that the assessment should be the same at which the property is now assessed. The lease on the other hand stipulates, as stated in paragraph 1, a payment of Rs. 5-4-0 per cawni (acres 1.32) for every fresh dwelling-house which may be erected on the land. The grant of a permanent patta now will preclude Government from claiming the enhanced assessment when additional dwelling-houses are erected. I beg the Board's instructions on the point.

7. Speaking generally, building sites in the towns which are held on leases issued in former years are assessed at Rs. 3-15-8 per acre for the first cawni or 1.32 acres on which a dwelling-house is erected, and at annas 13-11 per acre on the remainder of the holding. Where no leases have been obtained, the rates are, respectively, Rs. 4 and Re. 1 per acre. I think in the case of dwelling-houses, of which the site exceeds 2 acres, half the area should be assessed at Rs. 3-15-8, or Rs. 4, as the case may be, and half at the lower rate, and entered in the permanent pattas when applied for. Two acres is a fair extent for an average dwelling-house in the Ootacamund settlement. If some rule like this is not adopted, a permanent patta might be applied for in cases where the site is very extensive, e.g., Woodlands or the Cedars.

8. Should the principle above stated meet with the Board's approval, the assessment to be entered in the permanent patta for the particular case in point would be as follows:—

	RS.	A.	P.
Acres 4.28 at Rs. 3-15-8 per acre	=	17	0 6
" 4.28 at " 0-13-11 "	=	3	11 6
8.56 total.		20	12 0

Resolution—dated 9th April 1888, No. 355.

The Collector's decision, reported in paragraph 5 of his letter, is approved.

2. Paragraph 16 of Standing Order No. 38 speaks of granting permanent pattas "in lieu of the yearly pattas hitherto granted." The land in regard to which the Collector asks for orders is held on a 99 years' lease, which reserves large reversionary rights to Government. It may be doubted whether the rules were intended to apply to such lands. Paragraph 5 of the Standing Order contemplates redemption of assessment on lands held on lease, but only with the sanction of the Board. This sanction they are not disposed to accord. The existing title is a good one and quite

marketable, but it reserves to Government reversionary rights which the Board would not be justified in throwing away.

(A true Copy and Extract.)

(Signed) H. A. SIM,
Acting Secretary.

to the Secretary to Government, Revenue Department,
Collector of the Nilgiris.

EAD—the following Proceedings of the Board of Revenue (Land Revenue), dated 26th September 1888, Mis. No. 5786:—

W. S. WHITESIDE, Esq., C.S.

ad—the following letter from the Collector of Nilgiris, dated 8th September 1888, No. 398:—

With reference to Board's Proceedings, dated 4th July 1888, Mis. No. 4044, I have the honor to submit a statement showing the properties in this district now held 99 years' leases. It is compiled from the printed settlement registers.

ad—also official memorandum from Government, Revenue Department, dated 13th September 1888, No. 64-R.

solution—dated 26th September 1888, Mis. No. 5786.

Submitted to Government with reference to their official memoranda, dated 1st June and 13th September 1888, Nos. 72 and 64-R.

2. It will be seen that the area is considerable and that in many cases half the lease has already expired.

(A true Copy and Extract.)

(Signed) H. A. SIM,
Acting Secretary.

to the Secretary to Government, Revenue Department,
with statement, in original, to be returned.
Copy to the Collector of Nilgiris.

AD—letter from the Deputy Collector of Nadras, dated 22nd December 1888, No. 2045.

ABSTRACT.—Forwarding a 99 years' lease as called for.

AD—the following letter from Messrs. COWDELL AND WINTERTON, Ootacamund, to the Chief Secretary to Government, dated Ootacamund, 17th January 1889:—

We have the honor to forward herewith a petition signed by Mr. C. Sabapathy, Mr. T. L. Browning as the attorney of Mrs. Salmon, and several other persons in reference to the grant of permanent pattas for lands and houses comprised in the estate of the Honorable East India Company.

ENCLOSURE.

To

THE RIGHT HON'BLE ROBERT BOURKE, LORD CONNEMARA,

Governor and President in Council, Fort St. George.

The humble petition of Mrs. ALICE SALMON of 35, Vanston Place, Walham Green, London, and of Mr. C. SABAPATHY IYAH, Barrister-at-Law, Chudderghaut, Hyderabad, and of the other signatories to this petition and the schedules thereto.

SHEWETH,—

Your petitioners are the holders of property under leases granted by the late East India Company which are generally similar to that hereinafter particularly mentioned. Your petitioners are concerned to find that in a recent case the Collector of Nilgiris has been ordered to take a retrograde step and to refuse to renew these leases, at or after the renewable periods, by the grant of permanent patta, as has hitherto been the practice.

2. The particulars of the case in which the order has been passed are given below, as it is a typical case and as the proceedings hitherto have been connected with it, but your petitioners finding that their interests have been jeopardised by the order in question, join in this petition to avoid multiplicity of proceedings, and to show that there is a general consensus of opinion in this district regarding the prejudicial character of the order in question.

3. The Honorable East India Company by a grant or lease, dated the 17th April 1846 and bearing No. 123, leased to the late Mr. John Hodges of Ootacamund a piece of land at Ootacamund for a house site, measuring 8 cawies 15 grounds and 370 square feet, now bearing survey Nos. C-72 and C-73, and known as "Prospect Lodge," for a term of 99 years at the yearly rent of Rs. 13-15-11, renewable after the expiration of every 30 years, on payment of Rs. 7-4-2 and subject to the other special and peculiar and now obsolete conditions specified in the said lease which is annexed hereto. Mr. John Hodges during his lifetime enjoyed the said property, paying the rents therefor in pursuance of the said lease, but the said lease was not renewed in the year 1876, as provided by the terms thereof. Mr. John Hodges bequeathed the said house, known as "Prospect Lodge," being part of the property comprised in the said lease, to a certain Mrs. Alice Salmon and other part to a certain Colonel Fitzpatrick. Mr. Hodges died on or about 19th January 1883, and subsequent to the grant of probate ordinary patta was granted to the said Colonel Fitzpatrick and Mrs. Alice Salmon. Colonel Fitzpatrick conveyed his portion of the property to a certain Mr. C. Sabapathy Iyah by a deed of sale, dated 8th February 1888, the vendor undertaking to concur in obtaining a permanent patta for the property. Mrs. Alice Salmon, on or about the 14th February 1888, made an application to the Collector of Nilgiris, praying for the grant of a permanent patta in the place of the said obsolete lease for her portion of the property and Mr. C. Sabapathy Iyah made a similar application for his portion and then (on objection being raised to such application *) for the whole of the "Tudor Hall Estate," including the said portion. After intermediate letters, the Collector, on the 24th March 1888, by his

* That such land was only part of, and not, an estate.

letter, No. 526, intimated that he had referred the matter to the Board of Revenue and prescribed certain formalities to be complied with before the application for a permanent patta could be entertained, and on the 16th May 1888, in his letter, No. 839, informed the parties concerned that the Board of Revenue had decided that a permanent patta for the "Prospect Lodge" property could not be granted. On the 18th May 1888, Mrs. Salmon again addressed the said Collector, explaining the terms of the lease of 1846 and praying for a renewal of the lease and the Collector in his letter, No. 913, dated 29th May 1888, asked for an explanation of more definitely of what was required to be done and on the 30th May 1888 her solicitors urged that a renewal was properly claimable and appeared desirable, but the Collector replied by his letter, No. 951, dated 6th June 1888, that the lease was renewable in 1876, 1906, and 1945, and that he would advise the applicant to ask for a renewal in 1945. Such reply from the Collector was so far unsatisfactory that it omitted to notice that the leases according to their terms required to be renewed, at the expiration of each of such periods whilst they contained provisions and prohibitions, which, under existing circumstances, are not only onerous and impracticable but obsolete and useless.

4. Under similar circumstances, such leases have, as your petitioners are informed and believe, at various times been renewed by permanent patta, which were granted in lieu of such leases, the latter being now virtually obsolete and incapable of renewal on account of the special conditions contained therein, which have ceased to be necessary or desirable.

5. Your petitioners urge upon Your Excellency's Government that the East India Company certainly intended that the aforesaid leases should be renewed after the expiration of each

30 years, and that it is desirable that they should be renewed, and further that the lessees are entitled to seek for the perfecting of their title by such renewal, as at present in many cases the term for renewal has expired, and the lessees are without any sufficient or regular title, and purchasers naturally object to accept such imperfect or uncertain titles.

6. Petitioners also urge that the grant of a permanent patta being a customary and convenient form of renewal, there is no valid reason why persons who hold old leases under the Honorable East India Company, plus the ordinary patta, should be in a worse position than those persons who hold ordinary patta only.

7. The other signatories to this petition being persons who similarly hold leases or grants of the late East India Company for lands which form the gardens, sites, or the grounds of houses and who desire that such leases should be renewed or replaced by permanent patta for reasons above referred to have entered particulars of their leases and the properties held under them in the accompanying schedule.

Your petitioners therefore pray that Your Excellency will be graciously pleased to peruse the said form of lease and other material papers and to direct the renewal of the said lease and other similar leases by the grant of permanent patta or such other documents as may be deemed desirable from time to time on application of the parties as has hitherto been the practice.

For which act of justice your petitioners will, as in duty bound, ever pray.

N.B.—The names of the other signatories will be found attached to the schedules containing particulars of each lease and property.

READ—the following letter from L. R. BURROWS, Esq., Collector of Nilgiris, to the Secretary to Government, Revenue Department, dated Ootacamund, 18th February 1889, No. 14:—

With reference to your official memorandum, dated 29th December 1888, No. 202, I have the honor to submit, for the inspection of Government and return, a counter-part of lease for 99 years.

2. I have not a copy of any of the earliest leases issued for building sites, as all the counterparts were filed in the office of the late Registrar of Grants at Madras, and I am, therefore, unable to state the difference in the terms of the original and modified leases which were in force between 1828 and 1859, when the rules as to the grant of building leases were abrogated.

3. The difference in the terms, however, can be gathered from the sketch of the rules given in pages 347 to 355 of the Nilgiri Manual.

READ—letter from Messrs. COWDELL AND WINTERTON, Ootacamund, dated 16th February 1889.

ABSTRACT.—Forwarding the 99 years' lease and patta granted to Mr. Hodges.

READ—letter from Rev. D. DOWNIE, D.D., American Baptist Mission, Nellore, dated 12th April 1889.

ABSTRACT.—Requesting that a favorable consideration may be given to his request of converting the property known as "Holmwood" in Coonoor into a freehold.

READ—letter from Messrs. COWDELL AND WINTERTON, Ootacamund, dated 7th May 1889.

ABSTRACT.—Forwarding a schedule of an additional property from a certain person to be attached to the petition regarding permanent patta.

READ—the following official memorandum from C. A. GALTON, Esq., Secretary to Government, Revenue Department, to the Deputy Collector of Madras, dated Fort St. George, 20th December 1888, No. 197:—

The Deputy Collector of Madras is requested to forward at once, for the perusal of Government, copies of blank forms of 99 years' leases for the grant of land on the Nilgiri hills for agricultural and building purposes. If blank copies are not available,

original documents, which, it is believed, are lodged in the Madras Deputy Collector's office should be sent up for perusal and return.

ORDER—dated 30th August 1889, No. 744, Revenue.

Miscellaneous.

The papers read above relate to the question of granting permanent pattas for lands held under Government on leases for 99 years.

2. On a careful consideration of the question, His Excellency the Governor in Council is of opinion that the tenure on which these lands are held is antiquated and objectionable, and that, on grounds of public policy, it is desirable to commute these leaseholds, which are liable to revert to Government after the expiration of the terms of the leases, into permanent properties. The Government considers that this might be best effected by granting permanent pattas to the holders of the properties according to present occupation, subject to the payment of a fixed quit-rent of Rs. 2 per acre, all reversionary rights possessed by Government in them being relinquished in consideration of the quit-rent thus fixed. In cases in which the rent paid under the leases exceeds Rs. 2 per acre on an average, the amount now paid will continue to be levied, but there will be no additional charge.

3. The Collector of Nilgiris will report through the Board of Revenue, after consultation with Messrs. Cowdell and Winterton or other persons interested, whether a settlement of the question as above indicated will be acceptable to them.

(True Extract.)

(Signed) C. A. GALTON,
Secretary to Government.

To the Board of Revenue (Land Revenue)

Exd. A. D. Xavier.

35 Copies.

PROCEEDINGS OF THE BOARD OF REVENUE
(LAND REVENUE).

THE HON. W. S. WHITESIDE.

READ—the following letter from L. R. BURROWS, Esq., Collector of the Nilgiris, to the Secretary to the Commissioners of Land Revenue, dated Ootacamund, 24th March 1888, No. 141:—

The late Mr. John Hodges was the owner of two pieces of land in Ootacamund, with a house known as Prospect Lodge built on one of them (Settlement No. C-172). The particulars according to the late Revenue Settlement are as follows:—

			A			Assessment.		
						RS.	A.	P.
C 172	...	...	8	56		11	8	9
C 173	...	...	4	77		4	2	5
Total	...		13	33		15	11	2

They were held by Mr. Hodges under a lease for 99 years granted by the East India Company, bearing No. 123 and dated 17th April 1846, on which a memorandum is written as follows:—

"There is now only one dwelling-house on the land referred to in this instrument. It is agreed that in the event of there being more dwelling-houses than one erected thereon hereafter one cawni (= acres 1.32) on account of each dwelling-house shall be liable to be assessed at Rs. 5-4-0."

2. Mr. Hodges died in January 1883, bequeathing by will Settlement No. C-172, acres 8.56, to Mrs. Alice Salmon with the house thereon; and Settlement No. C-173, acres 4.77, on which there is now no building, to Colonel F. S. Fitzpatrick by whom the land has recently been transferred to Mr. C. Sabapathy Iyah.

3. Messrs. Cowdell and Winterton have now applied for permanent pattas in the names of Messrs. Salmon and Mr. Sabapathy Iyah for their respective lands with the house.

4. Paragraphs 1 and 16 of Standing Order No. 38 authorize the issue of permanent pattas for "lands occupied by dwelling-houses or factories and for lands occupied or intended for gardens or plantations properly so called."

5. The land purchased by Mr. Sabapathy Iyah does not fall within the above description as it has not yet been built upon, nor is it a plantation or garden properly so called, and I am writing to Messrs. Cowdell and Winterton that the permanent patta cannot be issued.

6. The present reference has arisen in connection with Mrs. Salmon's property, C-172. This number, as above said, measures 8.56 acres, with only one dwelling-house on it. It is assessed as follows:—

			RS. A. P.		
For the dwelling-house,	1.32	acres at Rs. 3-15-8 per acre	=	5	4 0
For the remainder,	7.24	acres at „ 3-13-11 „	=	6	4 9
Total ...	8.56			11	8 9

The question is, if a permanent patta can be claimed by the owner, what amount should be entered in it as payable thereafter in perpetuity. The rules are silent on this point; but the form of patta, clause 1, and paragraph 3 of Board's Proceedings, dated 21st June 1883, No. 1801, disposed of in G.O., No. 897, dated 23rd July 1883, Revenue, indicate that the assessment should be the same at which the property is now assessed. The lease on the other hand stipulates, as stated in paragraph 1, a payment of Rs. 5-4-0 per cawni (acres 1.32) for every fresh dwelling-house which may be erected on the land. The grant of a permanent patta now will preclude Government from claiming the enhanced assessment when additional dwelling-houses are erected. I beg the Board's instructions on the point.

7. Speaking generally, building sites in the towns which are held on leases issued in former years are assessed at Rs. 3-15-8 per acre for the first cawni or 1.32 acres on which a dwelling-house is erected, and at annas 13-11 per acre on the remainder of the holding. Where no leases have been obtained, the rates are, respectively, Rs. 4 and Re. 1 per acre. I think in the case of dwelling-houses, of which the site exceeds 2 acres, half the area should be assessed at Rs. 3-15-8, or Rs. 4, as the case may be, and half at the lower rate, and entered in the permanent pattas when applied for. Two acres is a fair extent for an average dwelling-house in the Ootacamund Settlement. If some rule like this is not adopted, a permanent patta might be applied for in cases where the site is very extensive, Woodlands or the Cedars.

8. Should the principle above meet with the Board's approval, the assessment to be entered in the permanent patta for the particular case in point would be as follows:—

Acres	Rs.	A.	P.
4.28 at Rs. 3-15-8 per acre	=	17	0 6
" 4.28 at Rs. 13-11 "	=	3	11 6
8.56 Total		20	12 0

RESOLUTION—dated 9th April 1888, No. 355.

The Collector's decision, reported in paragraph 5 of his letter, is approved.

2. Paragraph 16 of Standing Order No. 38 speaks of granting permanent pattas "in lieu of the yearly pattas hitherto granted." The land in regard to which the Collector asks for orders is held on a 99 years' lease, which reserves large reversionary rights to Government. It may be doubted whether the rules were intended to apply to such lands. Paragraph 5 of the Standing Order contemplates redemption of assessment on lands held on lease, but only with the sanction of the Board. This sanction they are not disposed to accord. The existing title is a good one and quite marketable, but it reserves to Government reversionary rights which the Board would not be justified in throwing away.

(A true Copy and Extract.)

(Signed) H. A. SIM,
Acting Secretary,

To the Secretary to Government, Revenue Department,
Collector of the Nilgiris.

Exd. W. J. Lewis.

PROCEEDINGS OF THE BOARD OF REVENUE (LAND REVENUE).

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	Area.	Assessment.
C 172	...	Rs. A. P. 1 8 9
C 173	...	4 2 5
Total	13.03	15 11 2

They were held by Mr. Hodges under a lease for 99 years granted by the East India Company, bearing No. 123 and dated 7th April 1846, on which a memorandum is written as follows:—

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(A true Copy and Extract.)

Acting Secretary.

To the Secretary to Government, Revenue Department.
„ Collector of the Nilgiris.

Ed. W. J. Lewis.

(1889)
REVENUE DEPARTMENT.

ABSTRACT.

No. 2844.

From

Rev. J. Downie, D.D.
American Baptist Mission
Mellor.

Dated 11/4

Received 15/4

Enclosures 1

No.

SUBJECT.

Requesting that a favorable consideration may be given to his request of converting the property known as "Holmwood" in Coonoor into a Freehold.

SUBJECT.

American Baptist Mission
Mellore April 18

His Excellency the Governor in Council

CHIEF SECRETARY
15 APR 69
GOVERNMENT OF MADRAS

15 APR 89

May it please your Excellency,

In 1887 I purchased on behalf of the Society I have the honor to serve, the property in Coonoor known as "Holmwood" as a Sanitarium for our Mission. After its purchase I applied to the Collector to have the property converted into a Freehold. But on Sept 3d 1888 he replied that owing to the fact that the original deed was a lease for 99 years from 1858 and a recent order of the Board of Revenue h. was unable to grant my request. He informed me however that the question was before your Excellency for decision and would communicate with me when that decision had been reached.

I beg that your Excellency will give this matter your favorable consideration and issue orders for granting the Freehold request.

I have the honor to be

Your Excellency's humble Servant
D. Dornier

Mr. Max. 1000, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 169

14

15x 18
Copy of a letter dated 12th
April 1889 from the Revd. W.
D. Downie D.D.

one sent to
Military Dept.

A few days before His
Excellency left Madras I
had the honour of an
interview with him on the
subjects of the two letters enclosed
and he advised me to address
him on the matters. I therefore
have the honour to request
that you will be good enough
to lay any petitions before
His Excellency and oblige.

16

172

(1889.)

REVENUE DEPARTMENT.

No. 1397-

From *Sup^r Candell +*
Wentworth
Cabot

2
Permit to build

Dated *16* *3 July/89*
Received *21*
Enclosures

No.

SUBJECT.

From and by
the
the 99 years lease
the 1st of 1889
Agreement in 1889

Per 2877 889

Per 5/8 012/8

18
ABSTRACT.

19
18
Cotacamund
16th February 1889.
From Messrs Cowdell & Winkerton
Cotacamund.
To The Chief Secretary to Government.
Fort Saint George.

Sir

re. Penman

We have the honor to acknowledge receipt of Proceeding with order thereon dated the 12th instant and now send you the 99 years Lease and also the Putta shewing the present position of the property.

We also send the schedules of certain additional properties which have been sent by persons who wish to join since the Petition was forwarded and shall feel obliged by your having them attached to the Petition.

We have the honor to be

Sir

Your most Obedient Servant

Charles Winkerton

No. 1316.

FROM

THE COLLECTOR,

NILGIRIS,

To

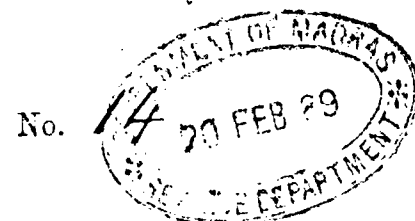
THE SECRETARY

TO GOVERNMENT,

REVENUE DEPARTMENT.

Fort Saint George.

Dated 18th February 1889.
Received 20th



No. 14

ENCLOSURES: One

SUBJECT.

Submitting a counterpart of lease
for 99 years & reporting that all the
counterparts for the earliest leases
have been filed in the office of the late
Registrar of Grants at Madras.

These counterparts are now
being filed in the office of the
Registrar of Grants at Madras.

L. W. F. 21/1/89

22

No. 14

Nilgiri Collector's Office
Coimbatore 18 February 1889.

From,

L. R. Bomrows Esqr
Collector of Nilgiris

23*

To,

The Secretary to Government
Revenue Department
Fort Saint George.

Sir,

With reference to your official —
Memorandum dated 29th December 1888 No: 202, I have
the honor to submit for the inspection of Government
and return a counterpart of lease for 99 years.

2. I have not a copy of any of the —
earliest leases issued for building sites, as all
the counterparts were filed in the office of the late
Registrar of Grants at Madras and I am therefore —
unable to state the difference in the terms of the
original and modified leases which were in
force between 1823 and 1859 when the rules as to the
grant of building leases were abrogated.

3. The difference in the terms, however, can be
gathered from the sketch of the rules given in pages 347
to 355 of the Nilgiri manual.

I have the honor to be
Sir
your most obedient servant

24

5X

C. G. Mis.

57.

No. 1191

The 99 years' lease
said to have been for-
warded with the petition.
has not been received.

From Messrs: Cowdell &
Winterton.
Got a communication

Print the
letter of the Petitioner

Ch
11/2.

11/2

Dated 17/2/91
Received 22/2/91
Enclosures 3

To

Messrs. Cowdell & Winterton.
Respectfully

No. 11

SUBJECT.

Not have not received a
copy of the 99 years' lease
from the Collector of
Belgaum. But inside I
found the one calling
for it among the papers

From a petition
from certain individuals
in reference to the
grant of permanent
title for lands and
houses comprised in
leases of the East
India Company.

Ch
11/2

P.T.Q

26

27x

sufficient or regular title, and purchasers naturally object to accept such imperfect or uncertain titles.

6. Petitioners also urge that the grant of a Permanent Pultah being a customary and convenient form of renewal, there is no valid reason why persons who hold old Leases under the Honorable East India Company, plus the ordinary Pultahs, should be in a worse position than those persons who hold ordinary Pultahs only.

7. The other signatories to this Petition, being persons who similarly hold Leases or Grants of the late East India Company for lands which form the gardens, sites, or the grounds of houses ~~or grounds~~ and who desire that such Leases should be renewed or replaced by Permanent Pultahs for reasons above referred to have entered particulars of their Leases and the properties held under them in the accompanying schedule.

Your Petitioners therefore pray that your Excellency will be graciously pleased to peruse the said form of Lease and other material papers and to direct the renewal of the said Lease and other similar Leases by the grant of Permanent Pultahs or such other documents as may be deemed desirable from time to time on application of the parties as has hitherto been the practice.

For which act of justice your Petitioners will as in duty bound ever pray.

Alia Salmon
by her Attorney
Mr. L. Browning.

Chakraborty & Co.

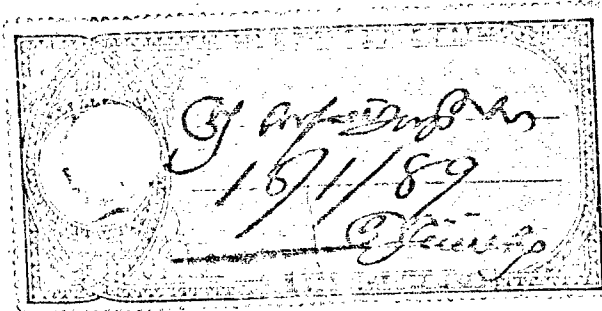
N.B. The ^{names of the} other signatories will be found attached to the schedules containing particulars of each Lease and property.

x That such land was
only part of, and not
an Estate.

1886 and subsequent to the grant of probate ordinary Puths were granted to the said Col. Fitzpatrick and Mrs. Alice Salmon. Col. Fitzpatrick conveyed his portion of the property to a certain Mr. C. Sabapathi Iyah by a deed of sale dated 8th February 1888 the Vendor undertaking to concur in obtaining a Permanent Puthah for the property. Mrs. Alice Salmon on or about the 14th February 1888 made an application to the Collector of Nilgiris praying for the grant of a Permanent Puthah in the place of the said obsolete Lease for her portion of the property and Mr. C. Sabapathi Iyah made a similar application for his portion and then (on objection being raised to such application) for the whole of the "Tudor Hall Estate" including the said portion. After intermediate letters the Collector on the 24th March 1888 by his letter N^o 526 intimated that he had referred the matter to the Board of Revenue and prescribed certain formalities to be complied with before the application for a Permanent Puthah could be entertained and on the 16th May 1888 in his letter N^o 839 informed the parties concerned that the Board of Revenue had decided that a Permanent Puthah for the "Prospect Lodge" property could not be granted. On the 18th May 1888 Mrs. Salmon again addressed the said Collector explaining the terms of the Lease of 1846 and praying for a renewal of the Lease and the Collector in his letter N^o 923 dated 29th May 1888 asked for an explanation more definitely of what was required to be done and on the 30th May 1888 her Solicitors urged that a renewal was properly claimable and appeared desirable but the Collector replied by his letter N^o 951 dated 6th June 1888 that the Lease was renewable in 1876, 1906, and 1945 and that he would advise the applicant to ask for a renewal in 1945. Such reply from the Collector was so far unsatisfactory that it omitted to notice that the Leases according to their terms required to be renewed at the expiration of each of such periods whilst they contained provisions and prohibitions which under existing circumstances are not only onerous and impracticable but obsolete and useless.

4. Under similar circumstances such Leases have as your Petitioners are informed and believe, at various times been renewed by Permanent Puthahs which were granted in lieu of such Leases, the latter being now virtually obsolete and incapable of renewal on account of the special conditions contained therein, which have ceased to be necessary or desirable.

Your Petitioners are aware that the East India Company certainly intended that the aforesaid Leases should be renewed after the expiration of each 30 years, and that it is desirable that they should be renewed, further that the Lessees are entitled to seek for the perfecting of their title by such renewal, as at present in many cases the term for renewal has expired, and the Lessees are without any



31x

3/5

To

The Right Honorable,
Robert Bourke, Lord Commemara,
Governor and President in Council
Fort Saint George.

The humble Petition of Mrs. Alice Salmon of 35 Vandon Place Walkham Green
London and of Mr. C. Sabapathi Iyah Barrister at Law Chuddeighaul Hyderabad
and of the other signatories to this Petition and the schedules thereto

Sheweth,

1. Your Petitioners are the holders of property under Leases granted by the late East India Company which are generally similar to that hereinafter particularly mentioned. Your Petitioners are concerned to find that in a recent case the Collector of Muziris has been ordered to take a retrograde step and to refuse to renew these Leases, at or after the renewable periods, by the grant of Permanent Pottahs, as has hitherto been the practice.
2. The particulars of the case in which the order has been passed are given below, as it is a typical case, and as the proceedings hitherto have been connected with it, but your Petitioners, finding that their interests have been jeopardised by the order in question, ~~they~~ join in this petition to avoid multiplicity of proceedings, and to shew that there is a general consensus of opinion in this District regarding the prejudicial character of the order in question.
3. The honorable East India Company by a grant or Lease dated the 17th April 1846 and bearing No. 123 leased to the late Mr. John Hodges of Ootacamund a piece of land at Ootacamund for a house site measuring 8 Cumpies 15 grounds and 370 square feet now bearing Survey No. 72 and 73 and known as "Prospect Lodge" for a term of 99 years at the yearly rent of Rs. 13.15 and 7/3 and renewable after the expiration of ~~the term of 99 years~~ at Rs. 17.4.2 and subject to the old special and peculiar, and now obsolete conditions specified in the said Lease which is annexed hereto. Mr. John Hodges during his lifetime enjoyed the said property paying the rent thereon in pursuance of the said Lease but the said Lease was not renewed in the year 1876 as provided by the terms thereof. Mr. John Hodges bequeathed the said house known as "Prospect Lodge" being part of the property comprised in the said Lease to a certain Mrs. M. Salmon and other part to a certain Col. FitzPatrick. Mr. Hodges died on or about 19th Jan

Colacamund.

17th January 1889.

From

Messrs Coudell & Winterdon,
Colacamund.

To

The Chief Secretary to Government,
Fort Saint George.

Sir,

Re Permanent Pulkah

We have the honor to forward herewith a petition signed by Mr. C. Sabapathi Iyah, Mr. T. L. Browning as the Attorney of Mrs. Salmon and several other persons in reference to the grant of permanent pulkaha for lands and houses comprised in Leases of the Honorable East India Company.

We have the honor, to be,

Sir,

Your most obedient servants

Charles Winterdon

(1888.)

REVENUE DEPARTMENT.

No. 8910

From The Dy. Col. of
Madras.

Dated 22
Received 22 } Dec.
Enclosures 1

No. 2045.

SUBJECT.

Form: a 99 years
lease as called for

No. 2045

MADRAS, 37x

DEPUTY COLLECTOR'S OFFICE,

22nd December 1888.

69.

From Thomas Pilehard
The DEPUTY COLLECTOR OF MADRAS,

To The Under Secretary to
Government
R. D.



Enclosure 1

SIR,

As directed in your official
Memorandum of the 20th Instant No. 197,
I have the honor to enclose a 99 years lease
in original and to request that it
may be returned when no longer
required.

I have the honor to be,

Sir,

Your most obedient Servant,

Thomas Pilehard
Deputy Collector.

39x

Q No. 6703.

The Secretary to
Government R. D.

28 SEP 78

Proceedings, dated 25 September 1888,
No. 5786 Mis. Postine Enclosures. 1

Submitting to Govt. ^{Subject.} Statement
showing properties situated
on the Nilgiris which
are held on leases for
99 years.

Stitches with
 5796
 26-9-1888

Birt —
 Don't permit at all
 I don't receive the other
 The statement submitted with the other B.P.
 has been returned with the statement
 with the memo no 2. dated 15 Jan 1948
 15/1/48
 P. J. P.
 5786 m.
 26-9-1948
 11/1/48

December 1888

celebrating a 99 years
leave bank as director.

40



73.

41x

Proceedings of the Board of Revenue
(Land Revenue).

Dated 26th September 1888.

No. 5786 Sub:

The Hon^{ble} W. S. Whiteside

the following from the Collector of Nilgiris,
dated 8th September 1888, No. 398.

With reference to Board's Pro-
ceedings, dated 4th July 1888, No. 4044 Miscellaneous.
I have the honor to submit a statement show-
ing the progress in this District now held
on 99 grass cases. It is compiled from
the printed Settlement registers.
- also of official Memorandum from Govern-
ment, Revenue Department, dated 13th Septem-
ber 1888, No. 6, R.

Resolution -

Submitted to Government
with reference to their official Memoranda,
dated 25th June and 13th September 1888, Nos. 72 and 64R.

It

It must be seen that the
area is considerable and many 73.
cases, half the time has expired.

(Excerpt)

To the Secretary to have
no original to be
copy to the Colls.

by return
statement

1600

Cuo 2871

REVENUE DEPARTMENT

1888.

Board of Revenue

(Land Revenue),

MADRAS.

Printed April 23rd.

Proceedings, 9th April 1888, No. 355.

Filed

Passing orders on letter from the Collector of Nilgiris requesting instructions as to the rate of assessment to be entered in the permanent patta for Prospect Lodge property applied for by Mr. Salmon.

45* 21
Ootacamund
7: May 1889.

From

Messrs. Bondell & Winterton

Ootacamund

To,

The Chief Secretary to Government

Fort-Saint-George

Sir,

re. Permanent-Pattas.

We have the honor to send you a Schedule of an additional property (which has been sent by a person, who wishes to join, since the Petition was forwarded) and shall feel obliged by your having it attached to the Petition.

We have the honor to be

Sir

Your most obedient servants

Chas Winterton

CHIEF SECRETARY
GOVERNMENT OF MADRAS
19 MAY 89

REVENUE DEPARTMENT
19 MAY 89

(1887.)

REVENUE DEPARTMENT.

No. 3430.

ABSTRACT.

From

Messrs Bowdell & Wintlock
Ootacamund

Dated 7 May

Received 7

Enclosures 1

No.

SUBJECT.

Forwarding a schedule
of an additional property from
certain person to be attached
to the Petition regarding Perma-
nent Patta.

46

Fair copy ^{also}
Meyers

N^o 49x

O.M. No 197.

Definitely
 The Collector of Madras
 is requested to forward
at once for the perusal
 of Govt. copies of blank
 forms of "99 years' lease"
 for the grant of land
 on the Nilgiri Hills for
 agricultural and be-
 lying purposes. If blank
 copies are not available
 original documents,
 which, it is believed, are
 lodged in the Madras
 Deputy Collr's office
 should be sent up
 for perusal and re-

Note

These papers are required
 for the disposal of a B.P.
 regarding the issue of per-
 manent pattas to certain
 holders of 99 years' leases
 in the Nilgiri D^o.

Fort St. George
 20 December 1883

J.H.

R.V.
 29/12

To the Deputy Collr of Madras
 Dec. 29/12

L. Emergency
50/

Print
copy today
20-12-

51/

515
REVENUE DEPARTMENT.

C. Nos. 2871 and 6703

From the Board of Revenue (L. R.)

Dated 9 April & 6 Sept 1888.

FOR ORDERS.

In the first of the
papers read above the
16th have declined to
allow grant of permanent
leases in the case of
lands held on 99 year
leases on the Nilgiris,
on the ground mainly
that the reversionary
right reserved by the
terms of the lease should
not be given up.

From the second
paper read above
these leases appear to
have been granted
between the years
1838 and 1859. This
was an important
period in the history

of the Nilgiri Settlement
and I regret that
the papers collected on
the subject up to date
are not sufficient
to get at a connected
account of this history
or trace its hearings
on the leases granted
during this period.

For an account of
this period reference
is solicited to pp.
327-359 of the Nil-
giri District Manual
It would seem from
the account given
on pp. 357-55 of the
Manual and from
the correspondence
connected with the
E. M. C. of 14.10.1850
in which Govt. was
satisfied with the
forms of leases drawn
up by the Govt. Solicitor
that the Govt. was

53
forms themselves, that
all leases granted
during this period
were not alike as
regards the conditions
entered therein.

All these will be
looked up; but in the
meantime, it is sub-
mitted that the B.C.
may be merely
recorded without
to Govt. expressing
an opinion on the
subject.

The Govt. will how-
ever, soon have to
decide this point
finally as it is un-
derstood that the
lessees are intending
to send up a memorial
on the subject.

Regarding the M.P.
now and thus tacitly
acquiescing in the
B.C. view will be

FOR ORDERS.

in keeping with the views expressed in G.O. of 29.3.80 No. 377 and G.O. of 2.9.84 No. 982 (vide para. 6 of the Settlement Officer's letter embodied in the B.P., read in that G.O.)

It may be noted also that these Belgian leases appear to differ from those granted in the Town of Madras and in the Provinces. As regards the Madras leases the Govt. have finally decided in their order of 24.1.87 No. 76, to abandon all intention to enforce the terminable lease tenure - vide correspondence ending with G.O. of 24.12.81 No. 3186 W, Public Works embodied in B.P. of 1.12.82 No. 3196; and the

55X.

REVENUE DEPARTMENT.

Dated

188

FOR ORDERS.

the correspondence which immediately preceded the passing of the G.O. of the 24th Jan^y. 1887. The decision arrived at in this G.O. was due to the peculiar history of the Madras Town leases and appears to have been intended to apply only to the Madras Town, though, as will appear from B.P. of 21.12.82 No. 3196 the B^d. Com. communicated this G.O. with a remark which seems to extend the decision to similar grants in the Provinces also.

* vide sketch of this history in B.P. of 8.10.62 No. 6731 disposed of in G.O. of 6.8.83 No. 1461 and in the Madras Act letter of 31.10.87 No. 403, in B.P. 21.12.82 No. 3196.

The Board's decision contained in the order of the

3/9
But even if the view were correct that the G.O. was intended to be general, the Madras Leases seems to require a separate decision altogether.

31.
For orders as to whether the final disposal of this case may lie over till the expected Memorial is received.

In the meantime the office will be collecting the necessary papers. It seems likely that, as was the case with the Madras Town leases so here, legal opinion may have to be taken before Govt. finally decide the point and it will be an advantage to have the lessees' case presented in it.

57x.
its full legal aspect as it may be expected to be in the Memorial when the case goes before the Law Officers of Govt.

R.H.
19/12/22

FOR ORDERS

Re. Lands in the Nilgiris
held on leases for
99 years.

The Hon: Mr. Master C.S.J.

Keep the bill of exchange
with the bank & allow
for copy of the form
of order.

C. Nos. 2871, 6703, & 8910 of 1888,
491, 1316, 1397, 2877 & 3430 of
1889

For orders.

The papers read above relate to
the question of granting permanent
pattas for house property in the
Nilgiri district and elsewhere in the
Presidency.

1. The question arose out of an
application for permanent pattas
made by Messrs. Bowdell and
Winterton, Solicitors, on behalf
of Messrs. Salmon and Mr.
Sabapathi Sivas, claiming under
the will of one Mr. Hodges who
held under a building lease
for 99 years a block of land in
Pottacamund. This land now
consists of two pieces bearing
Settlement Nos. C-172 and C-173
and assessed as per margin.

	acres	assessment
C-172	8.56	11-8-9
C-173	4.77	4-2-5
	13.33	15-11-2

Before that the English
leased the land to the
Messrs. Bowdell and Winterton
who bought on their
It contains a house known as
'Prospect Lodge' which is situated

in Settlement No. C. 172. The 99 years' lease granted to Mr. Hodges in 1846 conveyed to him the land and buildings thereon, and reserved to Government the right to all timber and mines and minerals. The main conditions contained in the lease are:—

- 1) that the lessee shall hold the land for 99 years.
- 2) that the ^{lessee} shall, on payment of a fine and with the consent of the Governor in Council, be allowed for a period of 99 years upon and after the expiration of every 30 years of the said term.
- 3) that the land is to pay an annual rent at the rate of $1\frac{1}{2}$ pagoda (Rs 5-4-0) per caunee for the caunee on which the dwelling house was built and $\frac{1}{4}$ of that rate for the remainder and the if more dwelling houses than one are erected on the land, on caunee on account of each house.

Shan

No. 1397

Country by letting English lessees work their nickel mines in matters affecting the tenure of land in it. Displaced them in 1873, & substituted permanent & mining patta shor; the former to be issued for the sites occupied by the buildings & the latter for the mining area in the mining circumstances, & the latter for the mining of the buildings.

Shan divide each patta shor into halves; one half containing the buildings & the other the mining area. Each patta shor on the 1st half containing the buildings shall charge 4th of the annual patta shor for it. The 2nd half shall charge 1st of the annual patta shor for it. The 1st half shall be liable for every building built thereon. The 2nd half shall pay the higher rate of Rs 4 per acre. If the 1st half is transferred to another person, the patta shor shall be given to the person to whom it is transferred.

7/7/97

shall be liable to be assessed at Rs 5-4-0. 618 29

- 4) that the lessee shall not assign the land except by deed, will and bequest, without the permission of the Governor in Council; and
- 5) that a breach of the last condition shall render the lease null and void.

I quite agree that these terms are antiquated & noxious in many ways, & ought to be got rid of, the mining right of gold being such as ought not to be enforced. I therefore agree that a more certain tenure ought to be accorded.

But I don't like any arrangement under which a portion of the area should be assessed at a lower rate liable to enhancement in the event of buildings being hereafter erected. This is a kind of stipulation which would need an annual agreement to enforce it, an inquisitory process which besides being highly inexpedient is sure to be imperfectly performed. I don't find any trace of the lower rate being been enhanced on account of new buildings in any of the cases in the statement; but there must have been many such in which such enhancement ought to have been made.

Nor do I see any reason why the suggestion that such mining should be divided into halves, of which one built on should

3. Mr. Hodges died in 1886, bequeathing by Will Settlement No. C-172 with the house on it to Mr. Salmon and Settlement No. C-173 to Col. Fitzpatrick who has since assigned the same to Mr. Sabapathi Sivas. The assignment does not however appear to have been made with the consent of Government in accordance with the provisions of the lease.
4. The application for permanent patta made by the two present holders is based on furcas land

Standing Order no: 36 was
 which such patta may be used
 for land occupied for dwelling
 houses or factories and for lands
 occupied or intended for gardens
 and plantations. The collector
 refused to issue a permanent
 patta for Settlement no: C-173
 on the ground that it was
 neither built upon nor was
 it a plantation or garden
 properly so called. Mr. Saba
 Pathy Syah appears to have
 since applied for a permanent
 patta for the whole of his
 'Judor Hill Estates' of which
 the above forms a portion.
 5. As regards Mr. Salmon's
 land, the collector considered
 that it fell within the scope
 of the concession contemplated
 by Standing Order no: 36,
 but he was in doubt as to
 the amount of permanent
 rent which should be charged
 in consideration of granting
 the right reserved by the Government

Re: per am & in some
 cases? In many cases the
 properties have been subdivided
 into buildings erected on the subdivided
 land buildings would probably
 in many cases not come together
 in any half. According to the
 law attributed to my countryman
 we should have to grant them
 into three (or more) halves.
 I think the best plan would
 be to have an all round rate
 to avoid all argument as to the
 extent of buildings or not.
 I would give permanent patta
 in all cases. A rate of $\frac{1}{2}$ Rs
 all round would give us an
 increase of revenue and would
 probably be accepted by the
 landholders who would gain
 greatly by the simplification
 of title. In some cases there
 would be a decrease on tax
 now paid; in such cases
 I would concede no reduction
 but give the simple title with
 added charge. In other cases
 subdivisions of land which
 would probably be enhance-
 ment, but apart from the
 improved tenure it would
 probably be found that most

of them represent alienations
 contrary to the terms of the Peace
 and rendering the whole ten-
 ualid. I anticipate that
 the consent of the holders
 could in these circumstances
 be secured. I would
 give a separate title for
 each separate portion
 now existing, then regarding
 & validating all alienations
 which have taken place.
 I think some plan of this
 sort would be a better solution
 of the question than with
 properties.
 M.C.S.
 10 May
 I quite concur with my
 Welsh colleague, who seems
 to be agreed on the main
 principle involved. I would
 state that the tenure in question
 is objectionable and contrary to
 public policy. The conditions of
 which the new tenure is to be
 granted must be very
 strict and I should like
 to discuss in Council how
 they are to be formulated in such
 a way as to let Government
 distinctly see what is proposed.

of enhancing the rent where
 additional dwelling houses
 are erected. He proposed that
 in the case of dwelling houses
 of which the site exceeded 2
 acres, half the area should
 be assessed at Rs 3-15-8 per
 acre, if they are held on lease
 issued in former years, and at
 Rs 4 if they are not held on
 such leases, the other half
 being charged at Rs 13-11 and
 Rs 1 per acre respectively. For
 acres, he thought, was a fair
 extent for an average dwelling
 house in the Cotacambund
 Settlement. It is not stated
 whether the two acres required
 for an average dwelling house
 are proposed to be charged
 wholly at the higher rate or
 partly at the higher and
 partly at the lower rate.
 6. The Board, however, refused
 to sanction the issue of a

permanent patta at all in the
case of lands held under the
99 years' lease in as much as
such lands are leaseholds —
subject to special conditions —
under which large reversionary
rights are reserved to Govern-
ment which it would be
inadvisable to give up.

4. Messrs. Bowdell and Winton
on behalf of the holders of
99 years' leases in Botacamund
generally, now appear against
the above decision of the Board
and urge,

firstly (a) that the Government
intended at the time of the
grant of such leases that they
should be renewed after the
expiration of each 30 years;

(b) that the lessees are entitled
to seek a renewal for per-
petuity their titles which are at
present insufficient and
uncertain owing to the
expiry in many cases of the
term for renewal;

(c) but

65851
(c) but that a renewal of
the lease is impossible on
account of the special
provisions and prohibition
contained in it which
under existing circumstances
are not only onerous and
impracticable but also
obsolete and useless;

(d) that the grant of a
permanent patta which
is a customary and con-
sistent form of renewal in
the case of ordinary years
pattas may be allowed
also in the case of these
leaseholds for which in
addition to the leases —
yearly pattas have been
issued; and

secondly, that under similar
circumstances such leases
have at various times
been renewed by the
grant of permanent
pattas.

8. As regards the first point,
it is not clear how in the case
of Mr. Dodge's property, the title

conferred

enforced by the lease is impaired
by the failure to renew at the
end of 30 years, as the renewal
permitted by the lease is intend-
ed only to allow the lessee the
option of extending the term
of his lease if he wished it.
The condition in the lease
which prohibits the assignment
or the subletting of the land
to persons who are not under
the license and protection of
the East India Company must
certainly now be considered
as obsolete. But the other
conditions are enforceable if
the Government considers it
good policy to enforce them.

The grant of yearly pattas
in the case of these leaseholds
was not intended to affect
the leasehold tenure in any
way. Vide G.O. dated 2^d September
1884, No. 98. Ordinary ryotwar
lands stand on a different
footing; in their case the
property of the holder to the
lands subject to the payments
of the regulated assessment

to Government is complete.
9. On the second point
urged by petitioners, there
is no information as to whether
any and if so under what
circumstances permanent
pattas were ever granted to
holders of 99 years' leases. The
Collector should be asked to
report on this.
10. It is however a question for
consideration whether, apart
from the question of any right
on the part of the lessees to
claim permanent pattas
for their holdings, it is not
desirable to confer on the holders
of old building leases perman-
ency and security of title to
their house-sites by freeing
them from the restrictions
inconsistent with that object
imposed on them by their lease.
From a statement submitted
by the collector of Nilgiris it
appears that there are now

x
C. No. 6703.

blocks of land measuring
68 acres and paying an
assessment of Rs 1541 which
are held on 99 years lease in
the district. Of these 111 blocks
a total extent of 1185 acres
and assessed at Rs 1385 except
each of them 2 acres in extent
the leases for all these lands
appear to have been issued
between the years 1838 and
1866 and they are consequently
of two different varieties. One
of them follows the form sanctioned
by Government in 1832
and is that in which Mr.
Lodge's lease is drawn up.
The other is in the revised
form sanctioned by Government
in 1850 and which differs
from the last on the following
points:—

1st Whereas according to the
form of 1832, the lease runs
for a period of 99 years and
is renewable for a like
period at the end of every
30 years on payment of a
fine, the form of 1850—

~~99 years lease~~

of 18th May 1832, No: 469

G.O. No. 14th October 1850 No: 956.

provides for the grant being
in force only for 33 years at
the end of which it is
renewable, without payment
of any fine, for another term
of 33 years and then again
for a third term of 33 years
the land with all buildings
on it reverting to Govern-
ment at the end of 99 years.
The restriction on the
assignment of the land
imposed by the form of
1832 is omitted in the
later form which simply
provides for notice of all
alienations being given
to the collector within
3 months.

3rd The form of 1850 expressly
stipulates for a right of
re-entry in case the rent
or other dues on the land
be not paid and the
amount is not realized
by the sale of the
personal property of
the lessee.

It appears clear from the correspondence that preceded the passing of L.O. 18th May 1832 no: 469 that the intention of Government ^{originally} at the time was that building leases on the ilgioris should be granted for an unlimited period but that the Advocate General raised certain technical objections ^{therein} to it. In forwarding the forms of leases prepared in accordance with the instructions of Government he said "The lease is for 99 years and not an 'unlimited period' and that period will probably be considered as long enough for the object in view in granting the lands. A lease for an 'unlimited period' would in fact be a conveyance in fee simple and not a lease. The property would thereby descend in a different way as to heirs and not to executors or personal representatives. The landlord would

Letter to Board of Revenue. 5th July 1832, no: 651
Do 8th November 1831, no: 1021
Enclosures to L.O. 18th May 1832, no: 469

*vide his letter in L.O. 18th May 1832
no: 469

Notes

In the case of a grant for 99 years to one M. S. Hilaire in the gapan the Govt. declared that the presumption of such land was not contemplated. (E.M. 2. 1756)
29th April 1856 + 27 April 1857

"Leasehold Enfranchisement"

the term Leasehold into a conveyance of a land charge, without any reversion in the estate and there are obvious inconveniences in creating the leasehold of a variety of leasehold conveyances in perpetuity. The time granted of 99 years, I presume, will be sufficient, especially as there is a clause for every 30 years should the Government in future be disposed to extend the term. 12. The idea of grant terminable leases for building purposes was borrowed from the English practice and evils and injustice which involve will be found explained in the small book herewith. To far as is known there has been no instance of Government having exercised its reversionary right in regard to these leaseholds in this country and it

15
Seriously less great
wardship to the occupant
the Government were to do
anything of the kind. The
uncertainty however as to
what the Government might
do cannot but be very
prejudicial to the interests
of the owners of the property
while the Government is
not benefited in any way.
In 1880 the Board submit-
ted proposals for enfranchising
leases granted for building
and other purposes by Govern-
ment, but the Government
led that there was no
necessity to interfere with
the old quitrent leases, much
as to deal with them as
leases; and directed that
the collector should see that
the terms of the old leases were
being duly observed. In
connection with the settlement
compensation for lands
damaged by the Madras
railways in 1881, the

of 29th March 1880, no: 377

question as to the tenure
in which lands are held
under the so called quitrent
leases in the Madras Town
was considered, and it
was found that the conditions
of the leases could not be
enforced as they were gra-
nted for lands forming
private property under the
prevailing impression of
the Government is the la-
bors of all the lands in
country. In communicating
the decision of Government
to the Board the Board
pointed out that the
terminable lease ^{tenure} ~~leases~~
of 99 years could not be
enforced. The Board have
been wrong in issuing the
instructions as the order of
Government clearly applied
to leaseholds in the Madras
Town only. In G.O. dated
January 1887 no: 76 it was
declared that the Govern-

resolved to abandon
definitely all intention to
enforce the terminable lease
tenure.
in the case of all old
grants of lands for a term
of 99 years in the Town of
Madras

The reason assigned
for the decision in regard
to leases in the Madras
Form viz that they were
anted for private
use under the E.M.O.
no impression that
in such cases a
see from Govt was
necessary does not
hold good in the case
of leases in other districts
& it is submitted
that it would cause
great hardship to
force the terms of these
leases anywhere & this
has not hitherto been
attempted. This brings
seems desirable to
table the question once
for all on an equitable
basis than to leave
instead of allowing
lease house property
be held on the

75/10
defective titles and the
mere sufferance of Govt.
The Bd's proposal is to
to treat these lease holders
as tenants was of course
wrong, but their remedy
consisted in enfranchising
them and convert the
terminable tenure into one
of a more permanent nature
seems deserving of con-
sideration. As regards
leasehold property on the
Nilguis, the plan suggested
by the Commr of imposing
the special rate of 1 1/2
pagoda per Canai on
half the area where it
exceeds 2 acres & a lower
rate on the remaining
half is liable to the objection
that the assessment is
made to depend on
variable circumstances
& when the property is
divided it would be
difficult to decide what
assessment the several
parcels should bear
It is thought that in the
case of such property
it should be ascertained
once for all how much
is really required as
a site & this area
should be assessed

The special rate of 1/2
pounda per lauro or 1/2
pound a round figure
of the acre, the owner
being at liberty granted
permanent putta
or allowed to redeem
the quitrent under 50.
or 55 if he choose to
do so. For the remainder
of the area, an ordinary
quitrent putta will be
granted, the assessment
being fixed at the same
rate as the quit rent reserved
by the lease where the
putta does not fall short
of the settlement rate
applicable to the land,
and at the settlement rate
where it does fall short.
The owner will have per-
manency of tenure so
long as he pays the regulated
assessment which will
be liable to revision only
when there is a general
revision of the settlement
of the district, but he
will not be granted a
permanent putta or
allowed to redeem the
assessment. The lease-
holds in other districts
may be brought under
settlement on similar
principles. These proposals
of course not.

[illegible]

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Thomas D. Smith

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Ch. Henry of the Republic

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Continued on next page

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the [unclear] [unclear]

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try time.

3/10

R.: 99 years' less

7.

The 14th Section

بہار

The for a h⁷ Stokes.

جے

I moved in Council that
the terms should be red-
fined, and that report
should be ^{for} sent from the
Library before the meeting;
there is interest as to
whether a list of two
hundred persons who would
would meet their wishes.

2210

2227 24-3-99
Go. of 1889 Madras.

REVENUE

Issued

Recd.

Encl.

G.O., 30th August 1889, No. 744.

9/80 921 3712-2-89

AUGUST.

Lands held on leases for 99
years.

Considering it desirable that — should be
converted into permanent properties by grant-
ing permanent pattas on certain conditions, and
directing the Collector of Nilgiris to report if the
proposal is acceptable to the persons concerned.

(Enclosed)

26/4/99

13/8/98

26-1-99

28/1/01

31-3-04

10-12-10

6-1-18

original - 15

19-2-16

10-6-16

21-5-17

3-11-18

15-11-18

29.9.19

10-9-19

1-7-22

18.5.25

3.11.26

10/6/31

MADRAS RECORD OFFICE.

Government Records.

Revenue Department.

E. M. C.-

Dated 30-8-1

No. 744

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Diary Date _____

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