

Revenue (1892) Department.

MISCELLANEOUS SERIES.

G.O., No. 3408

Consolidated No 549.

DATED 28 July 1892

[Despatch Abstract.]

Recording pending further report Board's
Pro. reporting the cause of delay in concerning
the ~~Gandamargh~~ ~~transacted~~
Valley of the

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
fo	3295	Rw	20.7.92				

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
fo	3887	Rw	31.8.92				
fo	81	Rev	30.7.93				

Confidential. No. 76

1892.

Board of Revenue

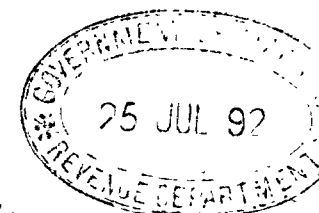
(Land Revenue),

MADRAS.

Number 6572

The Secretary to Govt.

R.D.



Proceedings, dated 23rd July 1892
Forest No. 4401 Pnago.

Subject.

Subj to Govt. with remarks letter from the Colls of Madura explaining the delay in reporting on the conservation of the Warsana Valley forests belonging to the Gantamarayakkannur zem: and stating that it is unnecessary to obtain the opinion of the Adhyaksh on the question whether a notification under Sec. 29 of the Forest Act would have any legal effect now that the zem: is known to have mortgaged his whole estate to the Commercial and Landmortgage Bank, Madras.

Miss G.O. No 3296 d. 20-7-92

G.O. 2458 vide d. 20.7.92

Recorded pending further

Wm. T. Paul

23.7.92

CA
28/7

do Mr. Commr. of A.R.

CONFIDENTIAL.

PROCEEDINGS OF THE BOARD OF REVENUE
(LAND REVENUE).

READ—the following letter from E. TURNER, Esq., Collector of Madura, to the Secretary to the Commissioners of Land Revenue, dated Camp, Cumbum, 18th July 1892, No. A.

[Reference—Board's Proceedings, Forest No. 321, dated 16th June 1892, Confidential.]

I have the honour to inform you that everything is being done to hasten the submission of the detailed report called for regarding the Warsanâd valley. I am camped here with my District Forest Officer, and we are going at once to the hills to get a view of the whole valley. Mr. Cherry has been requested to come here at once, and we expect him to arrive about the 25th instant. I have also secured the attendance of the Gantamanâyakanûr Zemindar.

2. I have to-day received copies of the bonds executed by the Zemindar, from which I learn that he has mortgaged the *whole* of the estate, including the forests, to the Commercial and Land Mortgage Bank. I submit, herewith, the copies of the bonds.

3. It will be seen that about four months are left to the Zemindar, and, at the end of that time, it will be open to the mortgagees to commence operations; so if any steps are to be taken by Government to secure control over the forests, they must be taken forthwith.

4. The time lost so far has been very unfortunate; but I cannot attribute it to my office or to my District Forest Officer. I enclose a note from him showing the dates on which orders have been received in my office and his own, and those on which they have been disposed of, from which it will be seen that there have been no unreasonable delays.

5. I regret that the report, No. 1132, of 26th August 1891, submitted by my District Forest Officer has been found so imperfect. It was intended, with the aid of the sketch maps, to indicate the class of forest and waste land, and its probable area, which would be included in a notification to be issued under section 29 of the Forest Act. No attempt was made by the Zemindar to reply to the notice which was served upon him, and, failing his reply, there was nothing to prevent Government taking the further action which was threatened in the notice.

6. The state of affairs is now more complicated than it was a year ago, and Chapter IV. of the Forest Act does not meet one difficulty which arises. The notice under section 29 was duly served on the Zemindar, which had the effect probably of making him hurry on negotiations with the Land Mortgage Bank, and before any notification, under the same section, could be published, the Zemindar makes over to some one else the very land the clearing, &c., of which Government is anxious to regulate or prohibit. This Chapter of the Act does not apparently contemplate interference with freedom of action between the time of the notice and that of the notification.

7. The Zemindar is still in possession of the estate, and the question of what legal value a notification under section 29 would have in the face of the bonds executed by him might, I think, be conveniently referred to the Advocate-General.

If the notification can be published, then, I think, it should be done at once, having reference to the forests protecting the streams named in my District Forest Officer's office note, No. 2813, of 9th March 1891, copy of which was sent to the Board, and is referred to in para. 3 of his report No. 1132.

8. The mere publication of the notification apparently commits Government to nothing, and it will have to be reported hereafter what expenditure will be involved if either a lease or outright purchase under the Land Acquisition Act become necessary.

9. If the sketch map sent with my District Forest Officer's report is now with the Board, I request it may be returned to me, as it will be very useful in connection with the report which is to follow.

10. My District Forest Officer points out that the opening words in para. 9 of his report No. 1132 should be "It is most improbable."

11. Perhaps the best solution of the difficulty will be to take the zemindari with all its liabilities. Arrangements are, I am informed, already in progress for getting a number of ryots from the Tinnevely district, and thus opening out the valley to cultivation. This will, I think, be a very good thing and should be encouraged. Sooner or later the valley must be more or less cleared, and we must depend on the forests growing on hills and hill slopes to conserve the waters of the Vaigai. I am going myself with the Zemindar to Warsanād and will submit a report after inspection.

Copy of document executed by the Zemindar of Gantamanayakanūr to the Commercial and Land Mortgage Bank, Madras, on the 20th May 1892

Copy of document executed by the Zemindar of Gantamanayakanūr to the Commercial and Land Mortgage Bank, Madras, on the 23rd May 1892

District Forest Officer's note

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12. To save time, I send this preliminary report, with papers as per margin, to the Board direct, forwarding also a copy to the Conservator.

ENCLOSURE No. 1.

Note by H. A. GASS, Esq., District Forest Officer, Madura, on the most recent stage of the correspondence regarding the control over the forests in the Warsanād valley protecting the sources of some of the feeders of the Vaigai river, dated 17th July 1892.

A letter and draft notice, calling upon the Gantamanayakanūr Zemindar to show cause why a notification, under section 29 of the Forest Act, should not issue, were drawn up in November 1890, and sent up to the Board with letter, No. 23, of 8th November 1890. The notice was received back amended with G.O., No. 973, of 28th November 1890, embodied in Board's Proceedings, No. 706, of 13th December 1890.

The notice was served upon the Zemindar in person, on the 20th December 1890, by the Deputy Tahsildar of Uttamapalayam, and its receipt was acknowledged by him on the duplicate.

In February 1891 an arzi was received from the Zemindar asking what particular jungles were referred to. On the 9th March a reply was sent giving the necessary information.

On the 25th June 1891 a letter was sent to the Forest Settlement Officer, Mr. Raju Sastri, the officer named in the notice to receive objections, asking what reply, if any, had been received from the Zemindar.

On the 7th July 1891 he reported that no reply had been received, and on the same date, in his No. 46-G, he reported to the Board to the same effect; and in its order thereon, No. 1475, of 16th July 1891, the Board called for the submission, without further delay, of the report called for in No. 706, of 13th December 1890, and directed the Collector to report if the notice was served upon the Zemindar, and, if so, when.

Para. 2 was replied to by the Collector with his No. 16, of 22nd July 1891, and the District Forest Officer sent his report, No. 1132, through the Collector, on the 26th August 1891, together with a map of the locality.

No orders were received, and, on the 29th February 1892, the Conservator asked for the return of the Board's Proceedings, No. 1475, of 16th July 1891, which he supposed had been sent for report, and asked if report had been made, and, if so, to quote the number and date.

On the 10th March last he was informed that the report had been sent on the 26th August 1891.

On the 1st April last the Conservator called for a copy of the report, and this was sent on the 9th April and submitted to the Board on the 11th May 1892 with the Conservator's No. 1119.

On the 12th June the District Forest Officer wrote to the Conservator to inquire if the matter had been reported to the Board, and, if so, with what result, and on the 14th July 1892 a copy of Board's Proceedings, dated 10th June 1892, No. 321, was received.

As regards the District Forest Officer's report, No. 1132, of 26th August 1891, which was called for first by the Conservator of Forests (Colonel Walker) in his No. 2684, of 29th January 1891, and subsequently by Mr. Cherry with his No. 1112 of 20th July 1891—

In para. 2 of his letter Colonel Walker wrote:

"Mr. Gass has, as we are aware, more than enough to do in connection with the administration of the Government forests in his charge, but he may be able to supply all the information required from previous reports and his personal knowledge of the Warsanād forests."

This the District Forest Officer endeavoured to do in his report, the submission of which was deferred till after the time allowed to the Zemindar "to show cause" had elapsed, and delayed for want of information as to whether he had sent any reply to the Forest Settlement Officer.

ENCLOSURES Nos. 2 AND 3.—Copies of documents.

RESOLUTION—dated 23rd July 1892, Forest No. 401.

Submitted to Government in continuation of Board's Proceedings, dated 16th June 1892, Forest No. 321.

2. The report promised in para. 11 of the Collector's letter must be awaited before the course to be taken for the conservation of the forests protecting the sources of the Vaigai can be decided. The report should be submitted in consultation with the Conservator and with the least practicable delay.

3. The Board thinks it scarcely necessary that, as suggested in para. 7 of the Collector's letter, the opinion of the Advocate-General should be obtained on the question whether a notification, under section 29, published now, i.e., after the execution of the mortgage-deeds and before the possession of the estate is actually made over, would have any legal effect. The Zemindar remains owner of the estate and will remain owner for some time to come.

4. The Board has not received a copy of the District Forest Officer's office note, dated 9th March 1891, No. 2813, nor the sketch map referred to in para. 9. Both of them appear to have been mislaid in the Conservator's office.

(A true Copy and Extract.)

H. A. Gass
Ag. Secretary.

To the Secretary to Government, Revenue Department, with four enclosures
(Collector's letter and its enclosure with copies of two bonds, to be returned).

„ Collector of Madura.

„ Conservator of Forests, Southern Circle.

REVENUE DEPARTMENT.

1892.

Board of Revenue

(Land Revenue),

MADRAS.

CONFIDENTIAL.

Printed August, 5th.

Proceedings, 23rd July 1892, Forest No. 401.

Submitting to Government, with remarks, letter from the Collector of Madura explaining the delay in reporting on the conservation of the Warsanad valley forests, belonging to the Gantamanayakanur Zemindar, and stating that it is unnecessary to obtain the opinion of the Advocate-General on the question whether a notification, under section 29 of the Forest Act, would have any legal effect now that the Zemindar is known to have mortgaged his whole estate to the Commercial and Land Mortgage Bank, Madras.

No 1123. Copy of document	Copy of endorsement and Certificate.
This Indenture made the Twentieth day of May one thousand eight hundred and Ninety two Between Friday Rama Krishna Sanyappa Naicker Lemindas of Kantama Naickans residing at Tondiarpett within the local limits of Madras (hereinafter called the mortgagor) of the one part and the Commercial and Land Mortgage Bank (limited) Tondiarpett. Carrying on business amongst other places in Armenian Street in the Black Town of Madras (hereinafter called the mortgagee) of the other part. Whereas by an agreement dated the Sixteenth day of March one thousand eight hundred and Ninety two the mortgagee agreed to advance to the mortgagor upon the faith of the representations therein contained and upon the terms therein mentioned the	Presented at 1-42 P.M. on the 23rd May 1892 in the office of the Registrar of Madras 23rd May 1892. S. Hari Row Registrar admitted by S. R. Sanyappa Naicker son of Kantama Naickans. Kantama Naickans of Kantama Naickans of the one part and the Commercial and Land Mortgage Bank (limited) Tondiarpett. Witness Examined P.M. Sivaganesa son of S. S. Periakumaran (hereinafter called the mortgagee) of the other part. Whereas by an agreement dated the Sixteenth day of March one thousand eight hundred and Ninety two the mortgagee agreed to advance to the mortgagor upon the faith of the representations therein contained and upon the terms therein mentioned the Registered as No 1123 of Book I. Volume 321 page 451 to 470 - 27th May 1892 - Fee paid Rs 304 - 6 - S. Hari Row Registrar

Sum of Six lacs of Rupes on the Security of the
Zemindary of Kantama Nayakam and certain
house property to be acquired by the Zemindar in
Madras and also upon the terms that the mortgagor
should grant to the mortgagee a Lease of the said
Zemindary for a period of twenty five years dating
from the 1st day of May one thousand eight hundred
and ninety five should the mortgagor not have repaid
to the mortgagee the said sum of Six lacs of Rupes on
or before that date. And whereas the mortgagor advanced
to the mortgagor on or about the said sixteenth day
of March one thousand eight hundred and ninety two
the sum of ten thousand Rupes in part pursuance
of the said agreement. And whereas the said agreement
of the sixteenth day of March one thousand eight hundred
and ninety two was in part based upon certain terms
furnished by the mortgagor to the mortgagee purporting
to show that the average net income of the Zemindary for
the past ten years was over forty five thousand
Rupes per annum. And whereas it has since been
ascertained that such returns were inaccurate and
that the average net income during such period did
not amount to the said sum of forty five thousand
Rupes and it has therefore been arranged between the
mortgagor and the mortgagee that the amount and terms
of the said advance should be modified as hereinafter
provided. And whereas by an Instrument of
Mortgage dated the eleventh day of March one thousand
eight hundred and ninety one the mortgagor thereby
hypothecated to one Ramasathan Chetty of Madras
and one Una Rama Arumachetta Chetty of Patta
Elavan Kohai Dalug the whole of the said Zemindary
of Kantama Nayakam more particularly described

in the Schedule thereunder and also in the first schedule
hereunder written and also certain property at Madras
subject to a proviso for redemption on payment by
the mortgagor to the said Ramasathan Chetty and Una
Uma Rama Arumachetta Chetty of the sum of four
hundred and Seventy two thousand Rupes with interest
on the tenth day of March one thousand eight
hundred and ninety two. And whereas the sum of
Rupes four hundred and Seventy two thousand five
hundred and thirty one annas nine paise ten is
now owing on the Security of the herein before recited
Instrument of the eleventh day of March one thousand
eight hundred and ninety one. And whereas upon the
trust for the said loan by the mortgagee to the mortgagor
it was agreed that the said sum of Rupes four hundred
and Seventy two thousand five hundred and thirty one
annas nine and paise ten part thereof should be
paid to the said Ramasathan Chetty and Una Rama
Arumachetta Chetty in discharge of the said principal
monies and interest due to them as aforesaid and that the
said herein before in part recited mortgage of the eleventh
day of March one thousand eight hundred and ninety one
should be kept alive for the benefit of the mortgagee its
Successors and assignees. And whereas it has been agreed
that the repayment of the sum of five hundred and
twenty five thousand Rupes to be advanced by the
mortgagee to the mortgagor in place and stead of the
said sum of Six lacs of Rupes with interest
at the rate and calculated as hereinafter mentioned
shall be secured as hereinafter mentioned upon and
subject to the terms and conditions provisos agree
ments and declarations hereinafter contained.
Now this Indenture witnesseth that in consideration of

of the said sum of five hundred and twenty five thousand
Rupies of which Rupies four hundred and seventy
two thousand and five hundred and forty one
annas nine pice ten part thereof has at the
request and by the direction of the mortgagor been
paid by the mortgagee to the said Ramasathan Chetta
and Una Bua Kama Kama Chetta Twenty
three thousand Rupies further part thereof has at the
like request been paid to Pasupalaba Ethenapolsa Nayari
and Pasupalabai Kungasayya Naidu the vendors of
the premises thereby hereafter mentioned in respect
of the purchase money thereof and Rupies Twenty eight
thousand eight hundred and fifty five annas three
and pice six further part thereof applied in respect
of the Commission payable under and of the costs and
expenses incurred by the mortgagee in and about the
said agreement of the thirtieth day of March one
thousand eight hundred and ninety two and
of these presents and in and about the purchase of
the premises thereby hereafter mentioned and in
connection with the investigation of the mortgagee's
title and the sum of Rupies six hundred and thirteen
annas two pice eight the balance of the said sum
of five hundred and twenty five thousand Rupies
paid by the mortgagee to the mortgagor on the execution
of these presents the receipt of such said sum
of Rupies six hundred and thirteen annas two pice
eight the mortgagor doth hereby acknowledge he
the mortgagor doth for himself his heirs executors
administrators and representatives covenant with
the mortgagee its successors and assigns that
he the mortgagor his heirs executors administrators
or representatives will on the 1st day of July

one thousand eight hundred and ninety three pay to the
mortgagee or the Solicitor or Director for the time being
or the Secretary or Treasurer or other officer of the
mortgagee lawfully authorized at Madras
the sum of five hundred and twenty five thousand
Rupies with interest for the same in the mean time
at the rate of twelve per cent per annum such
interest to be paid on the thirtieth day of June
and the thirty first day of December in every
year and to be made up and calculated with
half-yearly rests in the said thirtieth day of
June and the thirty first day of December in
every year and also that if the said sum of five
hundred and twenty five thousand Rupies or any
part thereof shall remain unpaid after the said
first day of July one thousand eight hundred and
ninety three he the mortgagor his heirs executors adminis-
trators or representatives will so long as the same sum
or any part thereof shall remain unpaid pay to
the mortgagee its successors or assigns interest
for the said sum of five hundred and twenty
five thousand Rupies or for so much thereof as
shall for the time being remain unpaid at the
rate of twelve per cent per annum by equal
half-yearly payments on the thirtieth day of
June and thirty first day of December made
up and calculated with half-yearly rests
aforesaid Provided always and the mortgagee
doth hereby for itself its successors and assigns
covenant with the mortgagor his heirs executors
administrators representatives or assigns that if
the mortgagor his heirs executors administrators or
representatives shall on every thirtieth day

of June and thirty first day of December so long as the said principal sum of five hundred and twenty five thousand and five hundred thereof shall remain unpaid or within twenty one days next after each of the said day respectively pay to the mortgagee its successors or assigns interest for the said sum of five hundred and twenty five thousand and five hundred for so much thereof as shall for the time being remain unpaid at the rate of nine per cent per annum then the mortgagee its successors and assigns shall accept interest for the said sum of five hundred and twenty five thousand and five hundred for so much thereof as shall for the time being remain unpaid at the rate of nine per cent per annum for every half year for which such interest shall be paid to the mortgagee its successors or assigns within the twenty one days aforesaid. Provided always that the said twelve per cent is and shall be deemed to be the rate of interest agreed upon between the parties to these presents liable only to reduction in favor of the mortgagee for and during the period of penitential payment by the mortgagee his heirs executors administrators and representatives of all and every the sums hereby appointed to be paid and during the due performance and observance by the mortgagee his heirs executors administrators and representatives of the several covenants agreements stipulations and conditions herein contained and on his and their part to be performed and observed. Provided also and the mortgagee doth hereby for itself its successors and assigns covenant with the mortgagee his heirs executors administrators and assigns that if the mortgagee his

heirs executors administrators representatives or assigns shall pay all interest due under and by virtue of these presents as herein before provided and shall perform and observe all the covenants by stipulations and agreements herein contained and on the part of the mortgagee his heirs executors administrators representatives or assigns the performance or observance of the mortgagee its successors or assigns will not compel payment of the said principal sum of five hundred and twenty five thousand and five hundred or any part thereof before the first day of May one thousand eight hundred and ninety five. Provided also and it is hereby agreed and declared that the mortgagee his heirs executors administrators representatives or assigns shall not before the twentieth day of November one thousand eight hundred and ninety two tender or seek to compel the mortgagee its successors or assigns to accept payment of the said sum of five hundred and twenty five thousand and five hundred or any part thereof and that in case the same shall not be repaid by such last mentioned date then and in that case the mortgagee his heirs executors administrators representatives or assigns shall not tender or seek to compel the mortgagee its successors or assigns to accept repayment thereof or of any part thereof until the said first day of May one thousand eight hundred and ninety five. And this indenture also witnesseth that for the consideration aforesaid the mortgagee doth hereby grant convey and assign unto the mortgagee its successors and assigns.

Firstly. All that tract of land known as the

Secondary of Kuntawak and in the
Sub Registration District of Mawpoham and
Registration District of Madaya more particularly
described in the first Schedule hereunder written

Secondly. All the Bungalow Coach house and
premises Situate in Madaya in the Registration
District of Madaya more particularly described
in the second Schedule hereunder written -

Thirdly. All the piece or parcel of land messuages
and tenement Situate at Kelpark Madaya
commonly called or known as "the Barbican"
more particularly mentioned and described
in the third Schedule hereunder written -

Together with all mines minerals buildings
fixtures forests plantations jungles trees
timber common ways rights of way and
water drains water courses lights liberties
privileges easements rights advantages and
appurtenances whatsoever to the said tract
and pieces or parcels of land hereditaments
and premises or any part thereof appertaining
or to the same or any part thereof now or
heretofore enjoyed or reputed as part or member
thereof or as appurtenant thereto. And all
the estate right title property and interest
claim and demand of the mortgagor
unto and up the same premises To have
and to hold the said tract and pieces or
parcels of land messuages hereditaments
and premises hereby granted and assigned
or expressed to be unto the mortgagee its
successors and assigns subject to the proviso
for redemption hereinafter contained - Provided
always and it is hereby agreed and declared
that if the mortgagor his heirs executors administrators

representatives or assigns shall on the said twentieth
day of November one thousand eight hundred and
ninety two or on the said first day of July
one thousand eight hundred and ninety three
pay to the mortgagee its successors or assigns the
said sum of Five hundred and twenty five
Rupees with interest for the same in
the meantime at the rate and in manner
herebefore provided then the mortgagee
its successors or assigns shall at any time
hereafter upon the request and at the cost of the
mortgagor his heirs executors administrators repre-
sentatives or assigns recover the said heredi-
taments and premises herebefore expressed
to be hereby granted conveyed and assigned
unto the mortgagor his heirs executors
administrators representatives and assigns or
as he or they shall direct And it is hereby agreed
and declared that it shall be lawful for the mortgagee
its successors or assigns at any time or times
hereafter without any further consent on the
part of the mortgagor his heirs executors administrators
representatives or assigns to sell the said tract
and pieces or parcels of land and premises hereby
expressed to be hereby granted conveyed and assigned
or any part or parts thereof either together or in
parcels and either by public auction or private
Contract with power upon any such sale to
make any stipulations as to title or evidence
of title or otherwise which the mortgagee its successors
or assigns shall deem proper. And also with power
to buy in or rescind or vary any contract for
sale and to resell without being responsible for
any loss occasioned thereby and for the purposes
aforesaid or any of them to execute and do

all such assurances and things as the mortgage
its successors assigns shall think fit. Provided
always and it is hereby agreed and declared
that the mortgage its successors or assigns shall
not execute the power of sale herein before contained
unless and until default shall have been made
in payment at the time or times herein appointed
for payment thereof of some principal money
or interest the payment thereof it is intended to
be hereby secured and the mortgage its successors
or assigns shall have given notice in writing
to the mortgagor his heirs executors administrators
representatives or assigns to pay off the money
for the time being owing on the security
of these presents or left a notice in writing
to that effect at or upon some part of the premises
herebefore expressed the hereby granted conveyed
and assigned and default shall have
been made in payment of the whole or part of such monies
for three calendar months from the time of giving
or leaving such notice or unless and until the
whole or part of some half yearly payment
of interest which shall become due on the security
of these presents shall have become in arrears
for three calendar months or unless and until
the mortgagor his heirs executors administrators
or representatives shall have committed a
breach of some of the covenants provisions stipulations
or agreements of these presents and every such
notice as aforesaid shall be sufficient if posted
to the last known place of abode of the mortgagor
his heirs executors administrators representatives
or assigns or affixed to some conspicuous part
of the premises hereby granted conveyed and
assigned and notwithstanding that the person
or any of the persons affected thereby may be

unborn unascertained or under disability
Provided also and it is hereby agreed and declared
that upon any sale purporting to be made in
pursuance of the aforesaid power in that behalf
the purchaser or purchasers shall not be bound to
see or inquire whether any of the cases mentioned
in the clause or provisions lastly herein before
contained has happened or whether any such
default has been made in payment of any
principal money or interest intended to be
hereby secured or whether any money remains
on the security of these presents or as to the
necessity or expediency of the stipulations
subject to which such sale shall have been made
or otherwise as to the propriety or regularity of
such sale and notwithstanding any impropriety
or irregularity whatsoever in any such sale
the same shall as far as regards the safety and
protection of the purchaser or purchasers be
deemed to be within the aforesaid power
in that behalf and be valid and effectual
accordingly and the remedy of the mortgagor
his heirs executors administrators representatives
or assigns in respect of any breach of the
clause lastly herein before contained or of any
impropriety or irregularity whatsoever in any such
sale shall be in damages only And it is hereby
also agreed and declared that upon any such sale
as aforesaid the receipt of the mortgage its successors
or assigns for the purchase money of the premises
sold shall effectually discharge the purchaser
or purchasers therefrom and from being concerned
to see to the application or being answerable
for any loss or misapplication thereof And it
is hereby further agreed and declared that the mortgage
its successors or assigns shall by and out of

the monies which shall arise from any such sale as aforesaid in the first place reimburse itself or themselves or pay or discharge all the costs and expenses incurred in or about such sale or otherwise in respect of the premises and in the next place such monies in or toward satisfaction of the moneys for the time being owing on the security of these presents and then pay the surplus (if any) of the said moneys which shall arise from such sale unto the mortgagee his heirs Executors Administrators Representatives or assigns. And it is hereby further agreed and declared that the aforesaid power of sale may be exercised by any person or persons who for the time being shall be entitled to receive and give a discharge for the moneys owing on the security of these presents and that the mortgagee its Successor or assigns shall not be answerable or accountable for any involuntary losses which may happen in or about the exercise or execution of the aforesaid power or the trusts thereof or of any of them. And the Mortgagee doth hereby for himself his heirs Executors Administrators and Representatives covenant with the mortgagee its Successors and assigns that he the mortgagee now hath power to grant convey and assign all the said premises hereinbefore expressed to be hereby granted conveyed and assigned unto the mortgagee its Successors and assigns And further that he the mortgagee and every person having or claiming any estate right title or interest in or to the said premises or any of them will at all times at the cost until foreclosure or sale of

the mortgagee his heirs Executors Administrators or Representatives and afterwards of the person or persons requiring the same execute and do every such assurance and thing for the further or more perfectly assuring all or any of the said premises unto the mortgagee its Successors and assigns as by the mortgagee its Successors or assigns shall be reasonably required. Provided always and it is hereby agreed and declared that the mortgagee its Successors or assigns may at any time after default shall have been made in payment of any monies due to the mortgagee under and by virtue of these presents at the times and in manner herein provided or upon breach by the mortgagee his heirs Executors Administrators Representatives or assigns of any covenant proviso or agreement herein contained without notice to the mortgagee his heirs Executors Administrators Representatives or assigns by writing appoint any person or persons to be Receiver of the premises hereinbefore granted conveyed and assigned or any part thereof and upon such terms as to payment of salary Commission charges and expenses as the mortgagee its Successors or assigns may think fit and every person so appointed Receiver as aforesaid shall be deemed to be the agent of the mortgagee his heirs Executors Administrators Representatives or assigns who shall be solely responsible for the acts and defaults of such Receiver and every Receiver so appointed shall have power to demand

recover and receive all the rents and royalties issues profits and produce of the property of which he is appointed Receiver by act in Suit distress or otherwise in the name either of the mortgagor his heirs Executors Administrators Representatives or assigns or of the mortgage its successors or assigns to the full extent of the Estate or interest of the mortgagor his heirs Executors Administrators Representatives and assigns therein and to give effectual receipts for all moneys so recovered and every Receiver so appointed as aforesaid may be removed by the mortgage its successors or assigns and a new Receiver appointed from time to time in his stead and every Receiver so appointed as aforesaid shall pay and apply all moneys received by him in the first place in discharge of all parish church taxes rates and assessments whatsoever due in respect of the premises and in payment of his salary Commission Charges and expenses as aforesaid next in payment of all interest and principal due to the mortgage its successors or assigns under and by virtue of these presents and subject as aforesaid shall pay the residue of such moneys to the mortgagor his heirs Executors Administrators Representatives or assigns or other the person for the time being entitled to the hereditaments and premises thereinbefore granted conveyed and assigned. And the mortgagor doth hereby for himself his heirs Executors Administrators Representatives also covenant with the mortgage its successors and assigns that the mortgagor his heirs Executors Administrators Representatives or assigns will so long as any

money shall remain due on the security of these presents

I. Keep and maintain all the messuages and buildings wells tanks and water channels now existing or hereafter to be erected or constructed on the said tract or piece or parcels of land hereinbefore granted conveyed and assigned in good and substantial repair. II. And that it shall be lawful for the mortgage its successors and assigns or its Director or any Servant or Agent thereunto lawfully authorized at all reasonable times to enter into and upon the said mortgaged premises and any part thereof and view the state of repair and condition thereof and of any defect in such repair or condition to give notice to the mortgagor his heirs Executors Administrators Representatives or assigns by whom the same shall be forthwith amended and made good.

III. That if default shall be made in keeping the said messuages and buildings wells tanks and water channels so repaired as aforesaid it shall be lawful for the mortgage its successors or assigns to put the same into good and substantial repair and the mortgagor his heirs Executors Administrators or Representatives with or demand repay to the mortgage its successors or assigns all sums of money expended for the purpose of putting such messuages and tenements wells tanks and water channels in good and substantial repair with interest for the same at the rate of twelve percent per annum made up and calculated

As aforesaid from the time or respective times of the same having been so expended and that until such repayment the same with such interest as aforesaid shall be a charge upon the hereditaments and premises hereinbefore expressed & he hereby granted conveyed and assigned.

II Will keep full and true accounts of all revenue rents income produce or profits received by him in respect of the said Zemindari of Kantama Bakhani and of all parish kash taxes rates assessments and other payments and out goings made by him in respect thereof and will furnish to the mortgage its successors or assigns with true and attested copies of all such accounts and statements as and when the same may be called for.

IV Will not cut down fell or remove or allow to be cut down felled or removed any portion of the jungles or forests comprised within the said Zemindari of Kantama Bakhani other than that may be required by the Ryots or tenants of the mortgage for agricultural purposes and not exceeding in value in any one year the sum of five thousand Rupees or in weight two thousand tons without the previous consent in writing of the mortgage its successors or assigns.

V Will so soon as the same shall have been obtained from the Government of Madras deliver to the mortgage its successors or assigns

the Sum and or other title deed in respect of the said Zemindari of Kantama Bakhani.

VII Will upon the appointment of any such Receiver as aforesaid place him in possession of the mortgaged premises in respect of which he shall have been appointed Receiver.

VIII Will not in any way mortgage charge encumber lease convey assign or otherwise alienate the premises hereinbefore expressed to be hereby granted conveyed and assigned of any of them or any part thereof respectively without the previous consent in writing of the mortgage its successors or assigns.

And this Indenture further witnesseth and it is hereby agreed and declared and between the parties hereto that should the mortgage his Executors Administrators Representatives or assigns make default in payment of the said principal sum of Five hundred and twenty five thousand Rupees and when the same shall under and by virtue of these presents become due and payable the mortgage its successors and assigns shall have the option upon payment to the mortgage his heirs Executors Administrators Representatives or assigns of a sum which together with the amount then due by the mortgage to the mortgage under and by virtue of these presents shall amount to the sum of Six hundred thousand Rupees of taking a lease of the said Zemindari of Kantama Bakhani as the same is described in the first Schedule hereunder written and of the premises described in the second and third Schedules

hereunder written for a period of fifty years from the date of the execution of such Lease at the annual rent of Six thousand Rupees and that upon notice being given by the mortgagee its successors and assigns to the mortgagee or his heirs Executors Administrators Representatives or assigns of the exercise by the mortgagee its successors or assigns of such option the mortgagee or his Executors Administrators Representatives or assigns shall forthwith execute at Madras in favor of the mortgagee its successors and assigns a lease of the said Zemindary of Kantamachai and other premises for the said period of fifty years such lease to contain inter alia the following terms and conditions.

- (1) That the Lease shall be in respect of the entire Zemindary of Kantamachai and all other property Madras Madras or elsewhere held or used in connection with such Zemindary.
- (2) That the Lessee shall have power to issue such leases pattahs cowles for all cultivated lands in the said Zemindary and also to take Machilkas in their own names for the whole or any portion of such cultivated lands for any term not exceeding the said period of fifty years at such rents and subject to such terms and conditions as they may think expedient.
- (3) That the Lessee shall also have the right to give permanent leases in respect of the waste Mangrove and Pungah lands as well as breached tanks or waste lands in the said Zemindary or Varapatt Thowapattu cowles or other Tenures

at such rents and upon such terms and conditions as they may think fit.

(4) That the Lessee shall also have full power to open and work new or existing ^{mines} mines or quarries or to sublet the same upon such rents royalties terms and conditions as they may think fit for any term not exceeding the said period of fifty years.

(5) That the Lessee shall have power to proceed in their own name or in the name of the Zemindar but at their own expense against any revenue defaulters or tenants or occupiers of any portion of the Zemindary in respect of ^(c) rents or arrears of rent due by them under the provisions of the Rent Recovery Act or any law now in force or which may hereafter come in force for the recovery of such rents and may also exercise all powers in connection with the Zemindary previously exercised by the Zemindar including the appointment and removal of Village Karams and other agents and servants for the management and improvement of the said Zemindary.

(6) That all arrears of Rent Revenue income or produce of the Estate due to the Zemindar at the date of such lease shall belong to the Lessee.

(7) That the Zemindar will immediately upon the execution of the said lease deliver to the Lessee possession of all the Taluk Catchment and other accounts and all Zemindary records and documents belts badges and insignia of office whatsoever in his possession or power

and will also send Urogi and Pehkins to the
heritor of Madura and other parties within
whose jurisdiction the said Zemindar is
situated notifying the terms of the said
lease and with Jaksut to the Jaksutias
and Kurnams and other officials and officers
of the said Zemindary informing them of
the lease and requiring them during the period
thereof to take orders from and to serve the
lessees in the place of the Zemindar.

(3) That the Zemindar will not during the
said term of fifty years in any manner
interfere in the affairs of the Zemindary
except at the instance of the lessees or obstruct
or hinder them in the management or conduct
of the affairs of the said Zemindary or receive
any of the rents revenues produce emoluments
and perquisites thereof or the arrears thereof
or give any Release or discharge in respect
of such rents revenues produce emoluments
or perquisites or the arrears thereof but will
throughout the said period of fifty years by
every means in his power help and assist
the lessees in all or any of the matters
aforesaid so as to assure to them the full
benefits of the said lease for fifty years.
9 That the Zemindar will within one month
from the expiration of the said term of fifty
years pay to the lessees with interest thereon
at the rate of twelve per cent per annum
from the date of the expiry of such lease
the amount that may be due in respect of

all outstanding arrears of rent revenue income
produce emoluments or perquisites of the said
Zemindary for a period of fifty years prior
to the expiration of the said term and that
the amount of such arrears and interest shall
be a charge upon the said Zemindary.

(10) That the Zemindar will at his own cost
defend any action suit or other proceeding
whatsoever which may be instituted against him
or against the lessees questioning the right
and title of the Zemindar to the Zemindary
or any part thereof or his right to lease same
to the lessees and will also at his own cost
institute all such suits and take all such
proceedings as may be necessary to establish
the title of the Zemindar and of the lessees
as such lessees as aforesaid against any
claimant to or trespasser upon any
portion of the Zemindary and that should
the Zemindar fail to defend or institute
any such suits or proceedings as aforesaid
the lessees shall be at liberty to defend or institute
the same respectively and all costs charges and
expenses incurred by the lessees in respect
thereof shall be repayable by the Zemindar
on demand together with interest at twelve
per cent per annum from the date on which
the same shall have been incurred and
until repayment thereof the same shall be
a charge upon the said Zemindary.
(11) That if any compensation is paid by

Government or others in respect of land forming part of the Zemindary taken up for railway or other public purposes such compensation shall be divided equally between the Zemindar and the Lessees.

(12) That the Lessees will at the expiration of the said term of fifty years and upon payment by the Zemindar of all monies due to the Lessees render and by virtue of such lease re-deliver to the Zemindar the said Zemindary free from all incumbrances incurred by them and will redeliver to the Zemindar all Taluk Catchory and other accounts records and documents together with all bills badges and other insignia of office belonging to or used in connection with the said Zemindary and the Sumud or other Title Deed in respect thereof.

(13) That the Lessees will during the said period of fifty years pay all peshkash Dunt rent road cess taxes, assessment and other outgoings and indemnify the Zemindar in respect thereof.

(14) That the Lessees will pay to the Zemindar the said yearly rental of six thousand Rupees by monthly instalments of five hundred Rupees on or before the fifth day of every month.

(15) That the Lessees will give notice to the Zemindar of all encroachments upon any portion of the Zemindary lands and of any damage done

to rivers streams channels and water courses thereon and will at the cost and expense of the Zemindar take all necessary steps by suit or other proceedings to prevent such encroachments or damage as aforesaid such costs and expenses to be payable by the Zemindar on demand with interest at twelve per cent per annum from the date on which the same shall have been incurred and until repayment thereof the same shall be a charge upon the said Zemindary.

(16) That the Lessees will not during the said period of fifty years interfere with the payment to the Zemindar of any personal honour due to him by custom or in virtue of his position and will give orders to all the agents and servants of the Zemindari to pay the customary respects to the Zemindar during any of the yearly festivals.

(17) That the Zemindar shall be allowed during the said period of fifty years to hunt in the jungles of the said Zemindary at his free will and pleasure and that the necessary establishment for the Conservancy of such forests and jungles shall be maintained by and at the expense of the Lessees.

(18) That the Lessees will allow the Zemindar and his agents thereunto lawfully authorized all reasonable access to the records and accounts of the Zemindary during the said period of fifty years and to take copies thereof.

(19) The usual covenants for title pursuant to Section 108 of the Transfer of Property Act together with an unqualified covenant by the Zemindars for quiet enjoyment during the said period of fifty years in respect of the acts of any person or persons whomsoever whether such acts shall be of a wrongful or tortious description or otherwise.

(20) The Lessees to have the right during the said term to cut fell use and carry away all timber and other trees woods and underwoods and saplings upon the said Zemindari and to work the said Zemindari in all respects for their own benefit without impeachment of waste.

(21) Such other terms stipulations and agreements as in the opinion of the Solicitors for the time being of the Lessees shall be necessary or desirable for the protection of the Lessees interest or to carry out the terms of these presents.

In witness whereof the Mortgagee hath hereunto set his hand and seal the day and year first above written.

— The first Schedule above referred to —

All that tract of land known as the Zemindari of Kuntamaikani alias Vallamadi situated in the Sub Registration District of Ulthampolissam in the Registration District of Madras in the Presidency of Madras bounded on the north by the villages of Aiyar Allanagarum Kunnur and Andipatti

on the south by the Lettoor and Shivaigiri Zemindars and the Travancore State on the east by the Yelmalay Zemindari the villages of Kullapam and Kullupatti the Chappettam Zemindari and the villages of Wabrop and Rajapotham and on the west by the Travancore State aforesaid and the villages of Aiyar Kudalore Kumbum the Eesekkanankanni Zemindari and the villages of Aiyar Chennamanur Silayampatti Kottaiyur and Virapandi and containing in the whole by measurement one hundred and fifty square miles or thereabouts.

— The second Schedule above referred to —

All that piece or parcel of land situated in Madras in the Sub Registration District of Ponneri in the Registration District of Madras bounded on the north by Mee, Ra, Ma An Muttiga Chetty's Kamalai Dope on the south by North Veli Vudhi on the east by the Dope aforesaid and on the west by the backyards of the Anguraram Street in Krishnaroyars Dope in North Veli Street in the Sixth ward of the Madras Municipality and measuring from east to west seventy feet or thereabouts and North and South two hundred feet or thereabouts.

— The third Schedule above referred to —

All that piece or parcel of land known as Survey No 55 situated in the village of Kilpauk and being No 4 on the south side of Kilpauk

(9)
Karden Road in the Sub District of Towcepel
in the Registration District of Madras bounded
on the North by Kilpauk Road Karden Road
aforesaid on the South and East by a water
course and on the West by Taylor's Road
and containing in the whole by admeasurement
Seven Cawnies three grounds and one thousand
eight hundred and twenty square feet
or thereabouts and which with the messuages
or dwelling house now standing and being
thereon is commonly called or known as
"The Barbican" J. N. Sawmy Appa Naiker
(Sd) signed sealed and delivered by the
abovesigned Foreman Jay Ramakrishna
Sawmy Appa Naiker in the presence of
P. M. Siva Svarupa Mudaly Vakil High Court
P. O. Churchward Inspector Commercial
Land works of Bank Ld Madras Stamp
Rupees Two thousand Six hundred and
twenty five. —

(a) (b) (c) (d) (e) (f) + (g) Introduction d. Alteration

Copied by a Narasimha.

M 4th Clerk.

Examined by P. Sivaswamy Reddy

3rd Clerk.

Copied by Mathuram Chari (Sd) S. Hori Row Registrar

Examined by J. Ramasami (Sd) 5th Clerk

Madara Registrar Office

11th July 1892. (Sd) (Sd) P. Sathasivam Registrar

(Sd) (Sd) - V. Suresh

2nd Clerk

From the Collector of
Madras

To,
The Secretary to the
Commissioners of
Land Revenue
Madras.

Dated 18 } July 1892
Received . }

No A.

Copy of bond
issued on the 20.5.92
by the Landlord of
Kantana back area
to the Commercial and
Land Trust of Bankhead.

Sum
for 1971/72

No 1124 Copy of document	Copy of Endorsements and Certificate
This Indenture made the Twenty third day of May one thousand and eight hundred and ninety two Between the within named Forninday Ramakrishna Sanyappa Naicker (hereinafter called the mortgagor) of the one part and the within mentioned The Commercial and Land Mortgage Bank Limited (hereinafter called the mortgagee) of the other part Whereas the within mentioned Sum of five hundred and twenty five thousand Rupees is owing to the mortgagee upon the security of the within written Indenture dated the twentieth day of May one thousand and eight hundred and ninety two and made between the mortgagor of the one part	Presented at 1-42 P.M. on the 23rd May 1892 in the office of the Registrar of Madras by S.R. Sanyappa Naicker 23rd May 1892 S. Hari Rao Registrar Decentia admitted by S.R. Sanyappa Naicker son of T. Ramakrishna Naicker Kantalam Lemindas of Kantama Naick annis hosy Kollavari Appaharan Indrapuram Examined P.M. Sivagana Mudali Vakil High Court Sanyappa Naicker Puapapam Mudaliar Villala No 100 401 Adappa Naick Street Pedda Kanchipuram 23rd May 1892 S. Hari Rao Registrar Registered as No 1124 of Book I Volume 322 pages 225 to 229 25th May 1892: Fee paid Rs 73-4- S. Hari Rao Registrar

and the mortgage of the other part. And whereas the Mortgagee has agreed to lend to the Mortgagor the further sum of Seventy five thousand Rupees on having the repayment thereof with interest for the same at the rates and calculated as hereinafter mentioned. Secured in manner hereinafter appearing. And whereas it has been agreed by and between the parties hereto that such sum of Seventy five thousand Rupees shall be paid and applied by the Mortgagee in manner hereinafter mentioned.

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Seventy five thousand Rupees of which Rupees four hundred and forty four annas six pices two parts thereof has at the request and by the directions of the Mortgagor been paid by the Mortgagee to the within named Ramanathan Chetti and Una Kua Kua

Pranachala Chetti in addition to the within mentioned sum of four hundred and Seventy two thousand five hundred and thirty one Rupees nine annas and ten pices and in payment of further interest due to them Rupees nine hundred further part of the said sum of Seventy five thousand Rupees has at the like request and direction been applied in part payment and part satisfaction of the principal monies and interest due by the Mortgagor upon and in respect of a mortgage of the premises described in Second Schedule to the within written Indenture and ten thousand one hundred and Sixty eight Rupees further part of the said sum of Seventy five thousand Rupees has at the like request and direction been retained by the Mortgagee in payment of an advance of ten thousand Rupees made by the Mortgagee to the Mortgagor with interest thereon and Rupees four thousand one hundred ninety eight

annas twelve further part of the said sum of Seventy five thousand Rupees has at the like request and direction been applied by the Mortgagee in payment of the Commission payable on the said sum of Seventy five thousand Rupees under and by virtue of the within recited agreement of the sixteenth day of March one thousand eight hundred and ninety two and of the costs and expenses incurred by the Mortgagee in and about the preparation enforcement execution and completion of these presents and the sum of Rupees fifty nine thousand two hundred and eighty eight annas thirteen pices ten the balance of the said sum of Seventy five thousand Rupees has been paid by the Mortgagee to the Mortgagor (the receipt of which sum of Rupees fifty nine thousand two hundred and eighty eight annas thirteen pices ten the Mortgagor doth hereby acknowledge) He the Mortgagor doth hereby for himself his heirs executors administrators and Representatives Covenant with the Mortgagee its successors and assigns that he the Mortgagor his heirs executors administrators or representatives will on the first day of July one thousand eight hundred and ninety three pay to the Mortgagee or to the Director or Directors for the time being or to the Secretary and Treasurer or other officers of the Mortgagee thereunto lawfully authorized or its successors or assigns at Madras the sum of Seventy five thousand Rupees with interest for the same in the mean time at the rate of twelve per cent per annum such interest to be paid on the thirtieth day of June and the thirty first day of December in every year and to be made up and calculated with half-yearly rests on the said thirtieth day of June and thirty first day

of December in every year and also that if the said sum of Seventy five thousand Rupees or any part thereof shall remain unpaid after the said first day of July one thousand eight hundred and ninety three he the mortgagor his heirs executors administrators or representatives will so long as the same sum or any part thereof shall remain unpaid pay to the mortgagee its successors or assigns at Madras interest for the said sum of Seventy five thousand Rupees or for so much thereof as shall for the time being remain unpaid at the rate of twelve per cent per annum by equal half yearly payments on the twentieth day of June and thirty first day of December made up and calculated with such half yearly rests as aforesaid And it is hereby agreed and declared that all and singular the said messuages hereditaments and premises by the within written Indenture (which has been registered on the twenty third day of May one thousand eight hundred and ninety two in the office of the Registrar of Assurances at Madras as number 1123 of Book I Volume 321) expressed the granted conveyed and assigned with their rights easements and appurtenances shall be and remain a security for and charged with the payment to the mortgagee its successors and assigns of as well as the said sum of Seventy five thousand Rupees and interest for the same according to the covenant and proviso hereinbefore contained in that behalf as the within mentioned sum of five hundred and twenty five thousand Rupees and all interest to become due for the same and that the same lands hereditaments and premises shall not in any wise be redeemed or redeemable but upon payment by the mortgagor

his heirs executors administrators representatives or assigns as well of the said sum of Seventy five thousand Rupees and interest for the same according to the covenant and proviso hereinbefore contained in that behalf as of the said sum of five hundred and twenty five thousand Rupees and the interest to grow due for the same And it is hereby further agreed and declared that the several provisions in the within written Indenture contained for reducing the interest of the within mentioned sum of five hundred and twenty five thousand Rupees to the rate of nine per cent per annum and for restricting the mortgagee its successors and assigns from calling in the said sum of Five hundred and twenty five thousand Rupees until the first day of May one thousand eight hundred and ninety five and for restricting the mortgagor his heirs executors administrators representatives or assigns from compelling the mortgagee its successors or assigns to receive payment of the said principal sum of Five hundred and twenty five thousand Rupees until the said twentieth day of November one thousand eight hundred and ninety two or until the said first day of May one thousand eight hundred and ninety five respectively shall respectively extend and be considered to apply to the principal monies and interest intended to be secured by this present Indenture in the same manner as if the same provisions were herein repeated and set forth with respect to the said sum

of Seventy five thousand Rupees and the interest thereof and further that the power given in the within written Indenture contained for better Securing the payment of the said sum of Two hundred and twenty five thousand Rupees and interest and all trusts powers and provisions incidental or relating thereto shall extend and be applicable so as to be a further security for the said sum of Seventy five thousand Rupees as if the said sum of Seventy five thousand Rupees had formed part of the principal money secured by the within written Indenture and it is hereby also agreed and declared by and between the parties hereto that should the mortgage its successors or assigns become entitled to a lease of the premises comprised in the within written Indenture as therein provided and shall exercise the option thereby given to the mortgage its successors and assigns of taking such lease then and in that case the mortgage his heirs Executors administrators representatives or assigns shall upon the mortgage its successors or assigns executing in favor of the mortgage his heirs Executors administrators legal representatives or assigns a release in respect of the said two sums of Two hundred and twenty five thousand Rupees and Seventy five thousand Rupees execute in favor of the mortgage its successors and assigns such a lease as in the within written Indenture mentioned and described for a term of fifty five years instead of for the term

of fifty years as therein mentioned anything in the within written Indenture contained to the contrary notwithstanding. In witness whereof the Mortgagee has hereunto set his hand and Seal the day and year first above written
J. R. Searney Appa hanker (Sd.) Signed sealed and delivered by the above named Broomelay Ramakrishna Searney Appa hanker in the presence of P. M. Sivagunanan Kudali Vakil High Court P. A. Chockward Proprietor Commercial L. D. Hughes Bank L² Madras Stamp Rupees Three hundred and Seventy five.

(at the Interlineations. (Signed) L. Hari Rao Registrar
Copied by C. Suganadaswamy
at 5 o'clock
Examined by P. Dorasami Rao
3rd Clerk

(Seal) (True copy)
Copied by S. Venkataraman
at 4 o'clock
Examined by R. Ramasami Sagar
at 4 o'clock.

Madras Registrar office } (Signed) A. Subbarao
11 July 1892 } Registrar

(True copy). V. Murugesu
C. M. S.

In a letter

From

The L. Director of
Madras

To The Secretary to the
Commissioners.
of Madras.

Dated 18th }
Received } July 1892

No. A.

Copy of bond executed
on the 23-5-92 by
the Zamindar of Kantana
Kantana and the Commis-
sioner of Land and Survey
of Madras

9m2
for 1979/92

note by the District Forest Officer
Madras on the most recent
stage of the correspondence, regard-
ing the control over the forests
in the Kantana valley, foresting
the sources of some of the
feeders of the Vaigai River.

A letter and draft notice, relat-
ing upon the Landamanayaka
Zamindar, to show cause
why a notification under Section
29 of the Forest Act, should not
issue, were drawn up in Novem-
ber 1890, and sent up to the Board,
with letter No. 23 of 8th November 90.
The notice was received back
amended, with G. O. No. 973 of
28-11-90, embodied in Board's
Proceedings No. 706 of 13-12-90.

The notice was served upon
the Zamindar in person, on the
20th December 90, by the Deputy
Sahsildar of Uttamapalayam, and
its receipt was acknowledged by
him on the duplicate.

In February 1891, an ^{enquiry} was
received from the ~~Sahsildar~~ asking
what particular jungles were
referred to. On the 9th March,

a reply was sent giving the necessary information.

On the 25th June 91, a letter was sent to the Forest Settlement Office, Mr. Raje Sastri, the officers named in the notice to receive objections, asking what reply, if any, had been received from the Zamindar.

On the 7th July 91, he reported that no reply had been received and on the same date in his No. 46, he reported to the Board to the same effect, and in its order thereon, No. 1475 of 16-7-91, the Board called for the submission without further delay of the report called for in No. 106 of 13-12-90, and directed the Collector to report, if the notice was served upon the Zamindar, and if so, when.

Para 2, was replied to by the Collector with his No. 16 of 22nd July 91, and the District Forest Officer sent his report No. 1132, through the Collector, on the 26th August 91, together with a map of the locality.

No orders were received and on the 29th February 92, the Conservator asked for the return of the Board's Proceedings No. 1475 of 16-7-91, which he supposed

Reference on For. Reg. No. 1475 of 1891, of 16-7-91.

has been sent for report, and asked, if report had been made, and if so, to quote the number and date.

On the 10th March last, he was informed, that the report had been sent on the 26th August 91.

On the 1st April last, the Conservator called for a copy of the report and this was sent on the 9th April and submitted to the Board on the 11th May 92 with the Conservator's No. 1119.

On the 12th June, the District Forest Officer wrote to the Conservator to enquire if the matter had been ^{reported} ~~replied~~ to the Board, and if so, with what result, and on the 14th July 92, a copy of Board's Proceedings, dated 10th June 92, No. 321, was received.

As regards the District Forest Officer's report No. 1132 of 26th August 91, which was called for, first by the Conservator of Forests (Col. Walker) in his No. 2684 of 29th January 91, and subsequently by Mr. Chetty, with his No. 1112 of 20th July 91.

In para 2 of his letter Col. Walker wrote

"Mr. Gass has, as we are aware,

more than enough to do in
connection with the Administra-
tion of the Government Forests
in his charge, but he may
be able to supply all the infor-
mation required, from previous
reports and his personal know-
ledge of the Wansanad Forests."

This the District Forest Officer
endeavoured to do in his report,
the submission of which, was
deferred, till after the time
allowed to the Zamindar to show
cause, had elapsed, and delayed,
for want of information, as
to whether he had sent any
reply to the Forest Settlement
Officers. —

H. G. S.

District Forest Officer.

Camp. Cambium. —

17 July 1892.

In a letter
From
The Collector
of Madras
To
The Secretary to
the Commission
of L. R. Madras
Dated 18th }
Received } July 1892

N^o 11.

State of the
District Forest
Office, Madras.

ms

for 1929/82

Confidential

N^o 11

From

Madras Collectors' office
Camp Bumbum
Dated 18th July 1892

C. Turner Esquire,
Collector of Madras

To

The Secretary to the Commission
of Land Revenue
Madras.

Reference:- Board's Proceedings, Forest N^o 32/dtd
16th June 92, Confidential.

Sir,

I have the honor to inform you, that
everything is being done, to hasten the sub-
mission of the detailed report called for, regarding
the Warsanad Valley. I am camped here with
my District Forest officer, and we are going at
once to the Hills, to get a view of the whole
valley. Mr. Cherry has been requested to
come here at once, and we expect him to arrive
about the 25th instant. I have also secured the
attendance of the Gandamanayakanur Zamindar.

2 I have to-day received copies of the bonds
executed by the Zamindar, from which I
learn, that he has mortgaged the whole of the
estate, including the forests, to the Commercial

and Land mortgage Bank. I submit herewith the copies of the bonds, ~~to the~~ ^{to the} ~~with a price~~

3. It will be seen, that about 4 months are left to the Zamindar, and at the end of that time, it will be open to the mortgagees to commence operations, so if any steps are to be taken by Government to secure control over the forests, they must be taken forthwith.

4. The time lost so far, has been very unfortunate, but I cannot attribute it to my office, or to my District Forest Officer. I enclose a note from him, showing the dates on which orders have been received, in my office and his own, and those on which, they have been disposed of, from which it will be seen, that there have been no unreasonable delays.

5. I regret, that the Report No. 1132 of 26-8-91, submitted by my District Forest Officer, has been found so imperfect. It was intended, with the aid of the sketch map, to indicate the class of forest and waste land and its probable area, which would be included in a notification to be issued under Section 29 of the Forest Act. No attempt was made by the Zamindar to reply to the notice, which was served upon him, and, failing his reply, there was nothing to prevent

Government

Government, taking the further action, which was threatened in the notice.

6. The state of affairs, is now more complicated than it was a year ago, and Chapter IV of the Forest Act, does not meet one difficulty which arises - The notice under Section 29 was duly served on the Zamindar, which had the effect probably of making him hurry on negotiations with the Land mortgage Bank, and before any notification under the same Section could be published, the Zamindar makes over to some one else, the very land, the clearing &c of which, Government is anxious to regulate or prohibit. This Chapter of the Act does not apparently contemplate interference with freedom of action, between the time of the notice, and that of the notification.

7. The Zamindar is still in possession of the estate, and the question of what legal value, a notification under Section 29, would have, in the face of the bonds, executed by him, might, I think, be conveniently referred to the Advocate-General. If the notification can be published, then I think it should be done at once, having reference to the Forests, prohibiting the streams, named in my District Forest Officer's office-note

No. 2813 of 9-3-91, copy of which was sent to the Board, and is referred to, in para 3 of his Report No. 1132. —

8. The mere publication of the notification apparently commits Government to nothing, and it will have to be reported hereafter what expenditure will be involved, if either a lease or outright purchase under the Land Acquisition Act, become necessary.

9. If the sketch map, sent with my District Forest Officer's report is now with the Board, I request it may be returned to me, as it will be very useful in connection with the report which is to follow.

10. My District Forest Officer points out that the opening words in para 9 of his Report No. 1132, should be "It is most improbable"

11. Perhaps the best solution of the difficulty will be to take the Zamindari with all its liabilities. Arrangements are, I am informed, already in progress for getting a number of ryots from the Sinnervelly District, and thus opening out the valley to cultivation. This will, I think, be a very good thing, and should be encouraged. Sooner or later the valley must be more or less cleared

Copy of document received by the
Zamindar of Kantharai
from the Government
Land Surveyor, Bant Badra
on the 20th May 1892 - 1.
On the 23rd May 1892 - 1.
District Officer's note — 1/2

cleared, and we must depend on the forests growing on hills and hill slopes, to conserve the waters of the Vaigai. I am going myself with the Zamindar to Vassanad, and will submit a report after inspection.

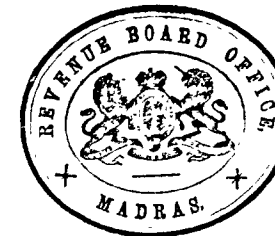
12. To save time, I send this preliminary report with papers, as per margin, to the Board direct, forwarding also a copy to the Conservator. —

I have the honor to be,
Sir,

Yours most obedient servant,

Planner
Collector

Is
ed
cation
under



Proceedings of the Board of Revenue

(Land Revenue),

Dated 23rd July

1892.

Forest No. 401 (Press)

The Hon. Mr. H. W. Bliss.

READ Letter from the Collector of Madras, dated
18th July 1892, N^o 4.

Resolution (Res.)

Submitted to Government in
continuation of B.P. For N^o 321 dated 16th June 1892.

2. The report promised in para 11 of the
Collr's letter must be awaited, before the course to be
taken for the conservation of the forests protecting the
sources of the Vaigai can be decided. The report
should be submitted in consultation with the
Conservator and with the least practicable delay.

3. The Board thinks it scarcely
necessary that, as suggested in para 7 of the Collr's
letter, the opinion of the Advocate-General should
be obtained on the question whether a notification

under

under section 29 published now (i.e.) after the execution of the mortgage-deeds and before the possession of the estate is actually made over would have any legal effect. The Zamindar remains owner of the Estate and will remain owner for some time to come.

4. The Board has not received a copy of the District Forest officers office-note dated March 9, 1891, No. 2813, nor the sketchmap referred to in para 9. Both of them appear to have been mislaid in the Conservator's office.

[True Extract]

*Aswaja
Ag Secretary.*

To The Secretary to Govt R.D.
with 4 encls. (to hereto)

" The Colbr of Madras.
" The Const S. O.

When given for copying _____
When copied _____
When examined _____
When signed _____

189.

READ AGAIN G.O., No.
189

DATED

FILE No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTERS OF GOVERNMENT

STATEMENT WITH LITTO

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL.

N.B.—

A = Copy in full.
B = Not to be copied.
P = Copy abstract only.
Q = Copy heading only