

(1) Number of pages 98(2) Date of repair 18.9.40(3) Initials of the Referees J. J. J.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No.	256	Press
		Mis.
Dated	28.3.	1893.

Not to be folded or roughly handled

Lands - 99 years leases
Conversion into patta
S. K. K. K.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 15th July 1880.

Read the following letter from W. H. COMYN, Esq., Collector of South Canara, to C. A. GALTON, Esq., Acting Secretary to the Board of Revenue, dated Mangalore, 9th June 1879, No. 1,048:—

WITH reference to the Board's Proceedings, dated 1st February 1877, Miscellaneous No. 1,480, I have the honor to enclose a list of Government grants issued in this district.

2. For convenience of reference the list is divided into three sections and the grants are numbered consecutively.

3. *Section I* comprises the twenty grants specified in the extract from the list of Government grants forwarded to me with the Board's Proceedings, dated 16th June 1877, Miscellaneous No. 8,664. Of these grants, Nos. 2, 3, 4, 5, 12, 13, and 18 are no longer in force, the premises having been long ago taken up by Government for public offices, &c., or converted into Military lines, &c., as shown in the remark column of the list.

4. The lands forming the subject of grants Nos. 8, 15, and 20 are situated in North Canara.

5. The premises comprised in grant No. 17 appear to have been purchased by Government for the Collector's Office, which was destroyed by fire during the Coorg insurrection; the site was afterwards sold to the late Collector Mr. Blair and a putta issued for the same on taram-assessment in Fasli 1252. The land is now occupied by the German Missionaries at Mangalore who have erected various buildings on it.

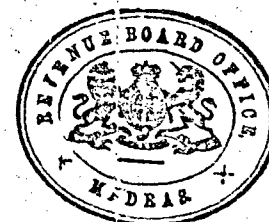
6. Grants Nos. 1, 6, 7, 9, 10, 11, 14, and 16, which appear to have changed hands more than once, are now held by the individuals mentioned in Column 9 of the list. The conditions attached to Nos. 7, 9, 10, 11, and 14, as ascertained from the copies of grants recorded in this office, are briefly stated in column 10. The quit-rent is paid annually and the buildings are maintained in good condition, but the payment of a special sum at the end of every thirty years does not appear to have

At pages 439 and 440 of the *Fort St. George Gazette* dated 20th April 1849. been enforced owing probably to the omission of this condition in the rules published by Government in 1849.

7. Buildings are also maintained and quit-rent is paid by the holders of grants Nos. 1, 6, and 16, but copies of these grants are not forthcoming in this office. I beg therefore to request that the Board will be pleased to obtain from the Office of the Registrar of Government Grants and forward to me copies of these grants as well as of No. 19, the quit-rent whereof is not collected at present and the site of which cannot be identified in the absence of a copy of the grant.

8. *Section II*.—The five grants embraced in this section are not included in the extract received with the Board's Proceedings quoted above; copies of these grants are however recorded in this office. The quit-rent on these is regularly paid by the present holders and suitable buildings are maintained on the grounds forming the subject of Nos. 21, 22, 23, and 24, though this condition is attached only to the first two of these grants, the remaining three containing no other stipulation than the annual payment of the fixed amount of quit-rent. As in the case of grants Nos. 7, 9, and others included in Section I, the decennial payment of Rs. 10 does not appear to have been made by the holders of grants Nos. 21 and 22 of this section.

9. *Section III* contains four grants which are not mentioned in the extract above referred to and copies of which are not forthcoming in this office. The quit-rent specified in column 8 is however paid and buildings are maintained by the holders. I beg that I may be furnished with copies of these grants for record in this office. Their numbers and dates are given in the enclosed list as ascertained from the holders.



Proceedings of the Board of Revenue

(Revenue Settlement, Land Records and Agriculture).

Dated 13th October 1872

No. 1872 Routine.

READ *Memorandum from Government,
Revenue Department, dated 11th October 1872
No. 7143.*

Resolution.

Ordered accordingly.

(True Extract)

Secretary.

To The Secretary to Government, Revenue
Department, with a spare copy of
each of the Board's Proceedings
referred to in the memo

The Collector reports that out of twenty grants entered in the list sent from the Board, Nos. 895, 1,150, 1,151, 1,188, 1,518, 1,557, 1,604, and 1,663 have ceased to exist, the properties covered by them having been purchased by Government for public purposes, and that properties covered by three grants, Nos. 1,300, 1,564, and 1,372, are situated in the North Canara District transferred to the Bombay Presidency. These eleven grants may be removed from the list of grants of South Canara.

2. The quit-rents hitherto collected will continue to be levied on the properties covered by grant Nos. 884, 1,252, 1,258, 1,456, 1,487, 1,514, 1,558, 1,565, and 1,665, as well as on the Collector's No. 27, which is an out-zillah grant registered as No. 22 in the Office of the Registrar of Government Grants. No reserved rents of thirty pagodas need be demanded.

3. The property covered by No. 1,665 (Collector's No. 19) is identical with that numbered by the Collector as 26. It is bounded on the north by waste ground and Circuit Judge's compound, on the south by ground in front of the Roman Catholic Church, on the east by the High Road, and on the west by the town of Mangalore.

4. Nos. 21, 22, 28 and 29, on the Collector's list relate to leases granted in the Military Cantonment of Mangalore, and the rules published at pages 439 and 440 of the *Fort St. George Gazette* of 1849 are applicable to them. The Collector will continue to collect the quit-rents hitherto levied, but make no demand for the decennial payment, as the aforesaid rules are silent on the point.

5. Nos. 23, 24, and 25 on the Collector's list refer to permission certificates, and the Collector will continue to collect the quit-rents as hitherto.

(A true Copy and Extract.)

(Signed) C. A. GALTON,
Secretary.

To the Collector of South Canara.

Copy to the Collector of Madras, with copy of enclosure.

Exd. J. W. Fischer.

1880.	
Board of Revenue, MADRAS.	
To	THE COLLECTOR OF SOUTH CANARA.
Dated July 15th.	
Printed 22nd.	
Received	
PROCEEDINGS, 15TH JULY 1880, No. 968.	
JULY. No. 968.	
Government Grants—in South Canara District—Passing orders on letter from Collector furnishing information regarding—	

1892-4
Board of Revenue
(Revenue Settlement, Land Records
and Agriculture),
MADRAS.

The Secretary to
Government
Revenue Department.

No. of Enclosures.

Proceedings, dated 13th October 1892
No. 1872 Routine.

Subject.

Forwarding spare
Copy of Board's Proceedings
to 968 and 719

256

5 5
Military Department.

Fort St. George, the 21st March 1893.

No 1931.

OFFICE NOTE.

From

The SECRETARY TO GOVERNMENT,

To

The Secretary to Government,
Revenue Department.

Before counterinitialling the Revenue
Department draft Order relative to the disposal
of the properties situated in the Mangalore
Cantonment, the undersigned considered it
advisable to make a reference on the subject
to the Quarter Master General, it having
been recently decided to abandon Mangalore
as a Military Station.

(Chos 1782 of 1893 enclosed).
R. C. C. 2297/93

2. From the Quarter Master General's reply
it will be seen that His Excellency the
Commander-in-Chief is of opinion that
the disposal of the question appertains
more properly to the Revenue Department.

Concurring in this view undersigned
has

has formally transferred the Quarter
Master General's letter and its
accompaniments to the Revenue Depart-
ment for favor of disposal.

Para. 3 of the draft Order will now
not be necessary.

W. H. P. General
Secretary to Government.

(1893.)

REVENUE DEPARTMENT.

ABSTRACT.

Current Number, 2316.

Office Note
From

The Military Dept.

Dated 21st Mar.

Received 23rd "

Enclosures

No. 1931.

SUBJECT..

Transferring the Quarter
Master General's letter & its ac-
companiments for disposal with
the Rev. Dept's draft order relative
to the disposal of the properties situ-
ated in the Mangalore Canton-
ment, submitted for counter-initials.

Lsdg. ed.

R.W.

27/3.

2297/93

No. 4.

Revenue Department.

OFFICIAL MEMORANDUM.

The undersigned ^{has}
~~the honour~~
~~directed~~ to enquire whether
any and if so what reply has
been received from the Govt. of
India, to the letter from this
Govt. of 3-3-92 No 414 Judicial

He has the Chief Secretary

For S. George
16th Jan^y 1893

To the Indus Dept.
Dec. 19-1.

Note.

Recd above O.M. &
Submitted with ref^{ce}.
to the remark of the
Hon. Sir Henry St. John
on the margin of page 4
of the note for orders with



Memorandum.

No. 154.

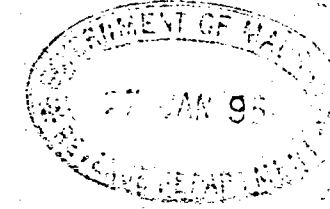
~~Print the following~~
~~in the margin~~

With reference to the official
Memorandum from the Revenue Department of 16th instant
No. 11. The undersigned has the honor to state that
no reply has been received from the Government
of India to His Government's letter of 3rd March
1892 No. 414 Judicial.

Att. Secretary.

Ag. Under Secretary.

St. George
25 January 1893



The Revenue Department.

20

70734

16.1.92
O.M.
to the Judicial Dept.

(1893.)

REVENUE DEPARTMENT.

ABSTRACT.

14
Current Number; 134.

Memo:
From
The Judicial Dept.

Dated 25 Jan.
Received 24
Enclosures

No. 154.

SUBJECT.

Informing that no
reply has been received from
the Govt of India to this
Govt's letter No. 414 Judd
3-3-92

Lodged.

R-V.
1/2

1/3

over 4 d, 16-1-93

Please find also

G.O. 2-2-91
266-A, 217
12-12
3/2 Judd

Notification pub.

-40 of Fort St George, 15

Military Department. 15

General Orders of the Right Honorable The
Governor in Council Fort Saint George. 17 April

No. 71 of 1869. The Right Honorable the Governor in
Council directs the publication of the following
Rules, in supersession of paras 36 and 54
of Section I of the Regulations for the Quarter
Master General's Department.

Cantonments - Grants of land

1. The Quarter Master General of the Army
under the authority of the Commander in
Chief will make all arrangements connected
with the formation and conservation of
Cantonments and all correspondence on the
subject will pass through him.
2. The limits of every Military Cantonment shall be marked by boundary stones
or in some other equally permanent manner.
3. A plan of every Cantonment so marked
will be kept in the Quarter Master General's
Office, where it will be duly registered.
4. Officers Commanding Divisions of the
Army or in charge of Cantonments, shall
not permit houses, churches

Such like buildings to be ~~erected~~ within the limits of a Military Cantonment until they shall have obtained the sanction of Government.

5. The preservation of cleanliness is of the first importance; and to this end, the encroachment of huts or shops, temporary or otherwise, is to be particularly prevented. Any person erecting such buildings on Government land, without having first obtained the permission of the local Authority for so doing shall be liable to have them demolished, and he will be required to remove the materials at his own cost.

6. All persons holding land within Military Cantonments are required to keep all drains and water channels in and about their premises, free from obstruction; to remove all causes of malaria; to keep their hedges cut to four feet in height from the level of the road; branches of trees within their premises to be lopped off

to the height of six feet — to discontinue the use of the prickly pear and aloë as a hedge and to destroy them by burning where ever existing

7. In addition to the full establishment of Barrack attendants allowed at the under-mentioned stations and independently of the Carts employed under Superintending Engineers, the following number of Scavenger's Carts will be kept up by the Commissariat Department as a permanent establishment.

To be available for the commissariat when not required for Barracks.

Bangalore		Carts	15
Bekary		"	5
Cannanore		"	4
Fort Saint George		"	3
Marulipatti		"	5
Nagpur		"	15
Palavacem		"	2
Poona		"	1
Saint Thomas Mount		"	2
Secunderabad		"	12
Tiruchinopoly		"	7
Vellore		"	4

8. Applications for grants of land by Europeans or Natives, within the limit of Fortresses, Military Cantonments and Stations, will be made in the first instance to the Officer Commanding the Station, according to the following form.

To the Officer Commanding
(Station)

Sir,

I request you will have the goodness to take the necessary steps for my obtaining a Government Grant for the ground herein described.

Situation of the Ground	Area when enclosed	Title under which it is held and whether the property of Govt or of Individuals	Extent of the Ground			How laid out and whether the buildings upon it	Boundaries of the Ground			
			Cowries	Pounds	Square Feet		North by	South by	East by	West by

(Here enters Certificate of the Commanding Officer of the Station that the ground does not interfere with any parade or military work)

I am
Sir
Your most obedt Servant

9. Having satisfied himself that there is no objection in a military point of view to the occupation of the ground by the applicant, as also of its not encroaching on or interfering with any public road, Parade, or Military work; — he will ascertain from the Collector of the district how the land, if the property of Government is entered in his accounts, and what rent has hitherto been assessed on it; — he will then submit the Collector's reply, and a sketch showing the boundaries of the ground and its vicinity, accompanied by the application previously made to him, through the Officer Commanding the Division, or Force, to the Quarter Master General of the Army, by whom it will be submitted for the consideration of the Commander in Chief. And if approved of by him, it will be laid before Government. In the event of its being sanctioned the Resolution of Government will be communicated to the Quarter Master General and the Military Board.

20
And by the ²⁰ ~~lot~~ a lease containing the following conditions: to be prepared.

I. The grant to be allowed for fifty years.

II. The lease to be renewable at the end of every ten years by endorsement; for which purpose it is to be forwarded through the Quarter Master General to the Military Board, in whose office every such endorsement will be registered.

III. Payment of a yearly ground rent as per Collector's valuation.

N.B. In the Pemonasim Province, this yearly payment is received by the Authorities at Moulmein, under the denomination either of ground rent or house tax.

IV. No grant or lease of the premises to be assigned by the applicant to any person not under the license or protection of the Company.

V. To do nothing to the premises which shall occasion annoyance to the Company.

or this ~~Section~~ to 12/ June 91
VI. The rent of all buildings erected on the premises to be limited to 15 per cent of their ~~gross~~ value. This value to be determined by the Engineer of the Division.

VII. If the Government needs the land and buildings at any time, they are to be surrendered.

VIII. The Government in this case to pay the value of the buildings, which is to be determined by the Engineer of the Division.

IX. If dissatisfied with this decision, the same to be fixed by the Government.

X. The observance of all these stipulations to entitle the applicant to the land the time prescribed, without let or hindrance.

10. The grant in perpetuity of any piece of ground within the precincts of any Fort or Cantonment shall not hereafter be accorded to any individual.

11. It is of course sufficient to reject any application for ground, if it be

Ascertained that to for 1st bond or license
to the public. Conveyance, in any way,
Whatever.

12. With respect to land not the
of Government, within fortresses or Canton-
ments; application shall be made thro:

the Collector and the Branch of Revenue
to Government. A certificate from the
Commanding officer, being at the same time
produced to the effect that the occupa-
tion of the land in the manner proposed
is free from objection in a military
point of view.

3. All grants of land made by Govt.
under the above provisions shall be entered
in the office of the Registrar of Government
grants, who is to return them without delay
with his Counter signature attached in
acknowledgment of their having been
to his office. No charge is to be made
for this duty.

1/4. The

14. The proportion of land allowed to
officers of the Army requiring it is as
follows: —

Field officers	22,500 Sq. Yards
Captains	12,000 do
Subalterns	7,000 do

15. Although the above is to be considered
the usual scale, yet as it may occasionally
happen that from the inequality of ground
or other local causes, there may be no
objection to an extension of the scale; in
such cases the Quarter Master General shall
notify the same to Government when for-
warding the applications for grants.

16. All officers who may be desirous
of disposing of their houses, or which can
ground leased out to them under the foregoing
regulations, shall apply to the Quarter
Master General for permission to do so
specifying the person who may wish to
purchase their property.

17. Off.

17. Officers occupying houses built upon ^{the} ~~franchise~~ ^{franchise} for which a grant has been made, considering that they are overcharged for rent, are at liberty to apply to the officer Commanding the Division for a House Board, should the Board be of the same opinion, the Engineer of the Division will be called to prepare an estimate of the value of the house or buildings agreeably to the terms of the grant.

18. As no rules can be framed for making this estimate the Engineer will be guided by his own judgment and experience when taking into consideration the ^{valuation} value of the materials composing each building, its state of repair, accommodation and general convenience.

19. Should the rent charged be found to exceed 15 per cent of the bona fide value of the tenement, it shall be reduced to that standard. It is

25 25
he understood that this percentage includes the cost of all annual and necessary repairs, which the house-owner is bound to make. The proceedings of the Board and estimates of the Engineer will be forwarded through the channel above prescribed, to the Quarter Master General, and eventually if necessary to Government.

20. In the event of the house owner refusing to lower his rent according to the terms of his lease, he will be liable to have it cancelled; or should he decline to make the repairs required, the tenant will be at liberty to make them himself, deducting the cost from the rent.

21. In the case of parties possessing buildings on land for which no grant has been issued, the above stipulations are equally binding — but should they refuse to conform to them they will be liable to have the buildings removed.

26
from off the ground, within six months
from the date of receipt of the order to do
so.

22. The above rules are ^{be} considered
applicable to all military stations under
this Presidency, the ^{hills} ~~hills~~ excepted.

23. Servants of the South India Company
are absolutely prohibited from holding
lands for farming purposes under any
circumstances whatever whether or not
the parties are personally engaged in
their management, or whether the lands are
situated in the District in which the
Proprietors have Civil authority or
otherwise; and in view of the

consideration that such possessions
are not detrimental to the Public Interest.

24. Officers of the Invalid Establishment
are ~~not~~ exempt from this restriction.

25. The prohibition refers to lands
both in the Company's Territories and
in the Territories of Native States.

REQUESTED TO BE
RETURNED WITH REPLY.

37
27
BOARD OF REVENUE (LAND REVENUE), 29TH JULY 1892, No. 388.

CONFIDENTIAL.

PROCEEDINGS OF THE BOARD OF REVENUE
(LAND REVENUE).

THE HON. MR. H. W. BLISS.
MR. E. GIBSON.

READ—the following letter from V. A. BRODIE, Esq., Acting Collector of
South Canara, to the Secretary to the Commissioners of Land Revenue,
dated Mangalore, 11th December 1890, No. 4672:—

With reference to Board's memorandum, No. 267, dated the 4th December
1890, calling upon me to report, in reply to Board's Proceedings, dated 22nd April
1890, No. 210, on the subject of lands held on 99 years' leases from Government,
I have the honour to state that I have not been able to report hitherto owing to the
absence of some of the grants in my office. For copies of such of the grants as I
want I have applied to the Collector of Madras.

2. The district being unsurveyed, I thought it necessary also to survey what
is now claimed as covered by the leases and to get a map prepared showing the
situation, &c., of the lands in question. This has recently been completed, but I
am now inquiring of the owners as to the terms on which they are prepared to get
their present leases converted into patta properties.

3. I regret that, under the above circumstances, I shall not be able to submit
my reply to the Board's call much before the end of March next, but will report at
the very earliest date I can.

READ—the following letter from V. A. BRODIE, Esq., Acting Collector of South
Canara, to the Secretary to the Commissioners of Land Revenue, dated
Mangalore, 12th March 1891, No. 1020:—

With reference to Board's Proceedings (Land Revenue), of the 22nd April last,
No. 210, I have the honour to enclose a statement (enclosure A), in which are
entered all the properties in this district held on 99 years' leases or other forms of
terminable tenure. The statement shows against each item the number and date
of the lease or other grant, the name of the original grantee, the situation of the
property, its extent now, the present quit-rent thereon, and the name of the present
holder. In the case of plots which have been sub-divided the names of the several
holders and the extent of land held by each is given. I also enclose another
statement (enclosure B) showing the extent according to the deed of each lease-
hold outside cantonments, this area converted into acres, the present extent, the
quit-rent originally fixed in terms of pagodas, fanams, and cash, the old equivalent
in rupees and the quit-rent now levied.

* Sent separately by parcel post. I forward, herewith, too, a rough map
of Mangalore town and cantonment
(within which all these properties are situated) in which their position has been
clearly laid down.

2. For the sake of convenience the first statement (enclosure A) has been
divided into four sections:—

Section I.—In this are entered four properties situated within the cantonment
which are held on 50 years' leases.

Section II.—This shows six properties held on 99 years' leases within the
cantonment.

Section III.—In this are shown four properties held on 99 years' leases situated outside the cantonment.

Section IV.—The three properties entered in this section are situated outside cantonment limits and are held on what are termed "permission certificates."

3. With the properties included in Sections I and II of Statement A it does not appear that the revenue authorities have anything to do as they are situated within the cantonment, and so long as they remain within those limits they cannot be alienated in perpetuity on any terms as the rules published at pp. 439 and 440 of the *Fort St. George Gazette* for 1849 apply to them (*vide* also Board's Proceedings, No. 968, dated 15th July 1880). The quit-rent in their case is now being collected by the revenue authorities and a certain amount of control over the use of these lands by the lessees is exercisable by the cantonment authorities.

4. Section III.—Of the original grants of these properties only a copy of one—that given to Mr. Thomas Gahagan (item 2)—is forthcoming in my office, and after a long search the Collector of Madras has replied that copies of the other lease-deeds are not forthcoming in his office too. They seem, however, to have been all drawn up in the same stereotyped form described in para. 2 of Mr. Galton's letter embodied in Board's Proceedings of the 21st December 1882, No. 3196, and so far as I can gather this is not disputed by any of the present lessees. I enclose a copy of the lease granted to Mr. Gahagan (enclosure C) for the Board's information. From inquiries made by my predecessors, Mr. Comyn (1879) and Mr. Wynne, who had all the old treasury accounts examined, it does not appear that the condition that the lessee shall pay Government 30 pagodas on the expiration of every thirty years of the lease has been observed in a single instance.

5. Whether or not the lessees are still liable to pay this reserved rent of 30 pagodas every thirty years is disputed by them, but after the most careful search I have been unable to discover anything exempting them from this liability in the records of my office. Messrs. Alston, Low and Co. say that they have not paid it as the payment was remitted by some Government Order prior to the 16th March 1835; and Mr. Gundu Rao alleges as the reason the fact that this condition and that prescribing a renewal fee of 100 pagodas on the expiration of the lease were omitted in the new rules regarding such grants circulated by the Registrar of Government Grants on the 2nd April 1835. From the history of such tenures in the town of Madras narrated by Mr. Galton in his letter already quoted, embodied in Board's Proceedings, No. 3196, of the 21st December 1882, it seems by no means unlikely indeed that Government in 1835 ordered the omission of this stipulation in future grants, &c., but the condition never seems to have been struck out of these Mangalore grants or fresh grants *minus* this stipulation issued in lieu of the original ones. I imagine, therefore, that they are liable to pay the arrears of this reserved rent unless clear evidence of waiver on the part of Government in respect of mofussil lease-holds situated *outside cantonments* granted prior to 1835 is forthcoming in the records of the Board or of the Collector of Madras. Non-demand on the part of the Collector is no proof of non-liability for such a condition is only too likely to have escaped notice for years together. Mr. Comyn, in his letter to the Board of the 9th June 1879, para. 6 (Board's Proceedings, No. 968, dated the 15th July 1880), writes: "But the payment of a special sum at the end of every thirty years does not appear to have been enforced owing probably to the omission of this condition in the rules published by Government in 1849"; but as those rules related solely to such leaseholds situated in cantonments, this cannot have been the case, or if it was the reason, it was not a valid one as regards these leaseholds outside cantonments. In its Proceedings on this letter the Board are silent on the point, merely saying (para. 2) that this reserved rent need not be demanded.

6. These special grants in this district seem to have been given on exceptionally favourable terms and to have been made solely to enable European officers of Government serving in Canara to provide themselves with suitable house-accommodation (all the grantees in Statement A but one seem to have been European officers). It appears also to have been the intention of Government that the grant lands should continue to be utilized for this purpose only, for in every instance it was stipulated that the bungalow already erected or to be built should be maintained in good

order with a view no doubt to its being available as a residence to the successors in the service of Government of the grantee, failure to maintain the building in good repair rendering the lease void and giving Government the right of re-entry. It never was intended that they should be a source of profit to the grantees or put to other and more profitable uses than the erection and upkeep of European residences, but the chief solicitude of Government appears on the contrary to have been that the grantees should utilize them solely for residential purposes and that they should always continue throughout the period of the lease to be devoted to this purpose. Within cantonments the military authorities directly under the deeds or indirectly have sufficient control over the grantees to prevent their putting their leaseholds to other uses, but whether the terms of the deeds in the case of these outside grants are sufficiently explicit to enable Government to enforce now what was its obvious intention at the time of the grant is a legal question not easy to decide. How the intention of Government regarding the utilization of these leaseholds has been respected will be noted hereafter in the case of each item.

7. In being granted solely with a view to securing house-accommodation for the European servants of Government in the district these leases appear to have differed materially from those granted in the town of Madras as far as I can judge from the history of the latter given by Mr. Galton, and in all cases the land so given was at the time the absolute property of Government. The rate of quit-rent too seems to have been lower than the prevailing rate in the case of grants for building purposes to natives, which has now for years been Rs. 12 per acre in the town of Mangalore, and must even when these grants were made have been much higher than the rate of quit-rent reserved in them. Low as it was comparatively, it has since been reduced in some instances on the representations of successors of the original grantees (*vide* Statement B), and in every instance the present quit-rent is absurdly low in comparison with what "nél terige" holders are paying, and paying without demur, in respect of much worse-situated lands. This is not to be wondered at as the grantees were the servants of the grantors and the intention of the latter was not that these leaseholds should be broken up and covered with shops, &c., for purposes of profit, but remain the compounds and sites of European residences, which are not usually very profitable properties.

8. In making proposals for the conversion of these leaseholds, &c., into permanent properties I have taken into consideration the fact that the prevailing rate of "quit-rent" (nél terige) for building-sites within the town of Mangalore is and has long been Rs. 12 per acre for the general rate of Rs. 10 per acre prescribed by Government in 1871 (*vide* Board's Proceedings, dated 9th October 1871, No. 4324) has never been considered to have superseded the "quit-rent" rates peculiar to Canara, viz., Rs. 12 per acre in the chief towns and Rs. 6 elsewhere (*vide* this office letter, No. 102, dated 18th January 1871, read in Board's Proceedings, No. 3655, dated 24th August 1871, and Mr. Sturrock's note, Board's Proceedings, dated 18th December 1888, No. 719 (Revenue Settlement), page 19).

9. Dealing *seriatim* with each of the four properties included in this section, we find that item No. 1 granted to Mr. J. G. Ravenshaw by lease-deed No. 884, dated the 18th February 1803, is now in the possession and occupation of Messrs. Alston, Low and Co. It is now the site of their extensive coffee-curing works and contains no residence for an European used as such. The old main bungalow once used as a mess-house has been converted into a coffee store, and the only bungalow is a small one occupied by a Native Christian employé (store superintendent). It is not a suitable residence for an European. In the accompanying map it is No. 14, and for business purposes it is very well situated. Were it waste now it could be sold free of all conditions except the payment of an annual quit-rent of Rs. 12 per acre for a very handsome sum. There are only eleven years more of the lease to run, and on its expiry not only would it, in the ordinary course of events, be charged Rs. 12 per acre, but the lessees might well be called upon to pay a heavy fine or premium besides. The present quit-rent is Rs. 23-5-9, or almost exactly Rs. 4 per acre.

10. Item No. 2 is the leasehold granted by deed No. 1456, dated the 27th February 1815, of which I enclose a copy (enclosure C), to Mr. Thomas Gahagan

and now in the possession of Mr. Gundu Rau. As it adjoins the sea-custom house it is one of the most valuable business blocks in the whole town. Mr. Gundu Rau has a fine house in it on the site of the original bungalow, but the house and its compound are but a small fragment of the whole (less than two acres) and the remainder is built over with shops, warehouses, and native dwellings let out to hire, which, by reason of their excellent situation, are in great demand. So far as situation goes it is considerably more valuable than item No. 1, but there are 23 years more of the lease to run. If waste and now sold subject to a quit-rent of Rs. 12 per acre it would fetch at least Rs. 10,000. The annual quit-rent reserved is Rs. 45-5-2 or slightly over Rs. 5 per acre. In the accompanying map it is No. 15. Mr. Gundu Rau's dwelling is so shut in with buildings and cocoanut trees that it is not at all a suitable residence for an European.

11. Both these lessees not being apparently very sure of their ground make the same offer, viz., they will pay 100 pagodas down now to be given a permanent tenure at the present rate of quit-rent and explain, in the one case, that at compound interest at 5 per cent. this payment will, on the expiration of the lease, with the interest added to the present quit-rent, represent an assessment of over Rs. 12 per cawny against the present quit-rent of Rs. 5½, and, in the other, that it would represent over Rs. 11½ per cawny. I would accept neither offer, but offer them a permanent tenure at the fixed and established rate paid by natives generally for land far worse-situated for business purposes, viz., Rs. 12 per acre, allowing them to retain their 100 pagodas in their own pockets. Though the lease in the case of item No. 2 has 12 more years to run, I would treat both alike because the present quit-rent is somewhat higher and No. 2 by reason of its situation is intrinsically the more valuable by a great deal. I do not think they have any cause to complain at this because it was never the object or intention of Government when these leases were given upon extra favourable terms that the land should be utilised for coffee-curing works in the one case, and covered with shops, warehouses, and native dwellings let out to hire in the other. This is obvious from the deeds, and it is an open question whether Government has not the right to declare these leases ended on account of misapplication and on the ground that had they been applied for for the purposes to which they are now put and not for residences for the grantees these lands would have been charged a higher quit-rent. If it be held that the present lessees have not contravened the letter of their leases, their use of these lands now is clearly at variance with their spirit, so that they are deserving of no consideration, and if they do not accept the terms offered willingly, I would recommend that pressure be put upon them to compel them to do so by giving them distinctly to understand that their leases will not be renewed, and coming down on them for the arrears of 30 pagodas every 30 years with interest on the ground that the cancellation of this condition has never been noted in their lease-deeds and was never intended to apply to cases in which the leaseholds were put to very profitable uses opposed to the spirit of the original grant. Government too seems to be entitled to payment of both quit-rent and fines in gold and the pagoda is worth a great deal more now (Rs. 5 and odd) than it was when these rupee quit-rents were fixed (Rs. 3-8-0). By holding them to the strict letter of their lease-deeds both would have to pay considerably more between the present date and the expiration of their leases than Rs. 12 per acre as, at simple interest at 6 per cent., Messrs. Alston, Low and Co. now owe 214½ pagodas as fine and Mr. Gundu Rau 169½, and both will have to pay 30 pagodas more before the expiration of their leases, when they cannot even hope to have them renewed at a less rate than Rs. 12 per acre plus a penalty of 100 pagodas. If they say a strict construction of their leases saves them from being declared void for misapplication it is surely not unjust on the part of Government to construe and enforce these leases as strictly and literally in its own favour.

12. Item No. 3.—This leasehold, of which the present extent is nearly 52 acres, was given by grant No. 1565, dated 6th June 1821, to Mr. W. Sheffield, then Judge or Collector of Canara, subject to an annual quit-rent of 27 pagodas 42 fanams 50 cash, reduced subsequently on the pretext, by some successor, that it was excessive, so that now the absurdly low quit-rent of only Rs. 36-15-3 is paid. It is No. 16 on

the map. The blocks marked H and G were many years ago sold separately from the rest contrary to the spirit if not the terms of the grant and are now the property of one Pascoal Lobo, who has erected several native residences thereon.

Were this block of acres 6 cents 74 Government waste now it would be charged "nêl terige" or quit-rent at the rate of Rs. 12 per acre upon application, for although it is far from the business centre of the town it is very suitable for building purposes and well off as regards roads. As the alienation of this block appears to have been altogether contrary to the terms of the original lease it is a question whether Government cannot resume it, but this would perhaps be a harsh measure. I recommend, as it is a somewhat detached piece of the block, that Mr. Lobo be offered a permanent patta at the rate of Rs. 6 per acre in consideration of the fact that the lease has still 29 years to run. If he will not consent to this, I propose to enforce the original terms of the lease literally and strictly (for although the lessee of the whole block when it had only one house in it might complain with some reason of the quit-rent as excessive, this cannot be said of this portion of the block now) and treat this piece ultimately like the rest of the block.

13. The remainder and much the largest portion of the block, 45 acres 18 cents, now belongs to Mrs. M. M. Coelho, and contains what has for many years been the Collector's bungalow and a smaller bungalow which seems to have been originally an adjunct of it, but is now separately rented out to the District Engineer (Local Funds) as a residence and office. The rent of these two bungalows together comes to Rs. 185 per mensem and from the trees in the compound and for permission to graze cattle in it Mrs. Coelho, to my knowledge, realizes over Rs. 80 per annum besides. For the bungalows, therefore, she really pays no quit-rent at all as she realizes treble the quit-rent from the compound alone without either trouble or expense.

Mrs. Coelho has certainly observed both the letter and the spirit of the grant, so I would not press for arrears of the 30 pagodas every thirty years in any case, but I think the preferable course is to allow the lease to lapse, even though there are still 29 years to run, and then resume it, for it appears to be more seemly that the Collector should be the tenant of Government than of a private individual, and the present rents would give Government a very handsome return upon the value of the buildings. The land is, moreover, very extensive and very favourably situated for the erection of additional European residences or public offices. I certainly think, therefore, that Government should re-acquire it by lapse as land is daily becoming more scarce and valuable in the town. Whatever then happens Government will be the holder of ample land to provide residences for its own officers who can procure none, and I may here mention that bungalow accommodation is already extremely difficult to get outside the cantonment, and few of the bungalows within the cantonment are well off with regard to ventilation, &c. If Government acquires the land there is also no danger of a lot of small tenements growing up within it along the road frontage, and this certainly will happen sooner or later if the land is given away on a permanent tenure, and would probably have happened already had any one but the Collector been the tenant. At the same time the present reduced quit-rent is absurdly low and cannot be said to be a quit-rent upon the bungalows at all, for Mrs. Coelho gets far more for the natural produce of the compound, which, contrary to the usual custom, she keeps in her own hands and does not allow to pass to her tenants with the bungalows. As the reasons which led one of the early lessees to complain of the rent as excessive—the two bungalows must then have been let together and little or nothing could then be got for grazing cattle and collecting fallen leaves for manure, &c., in the compound—do not exist now, I request permission to levy in future the old rate of quit-rent subject to which the lease was granted (no portion of it will come out of Mrs. Coelho's bungalow rents) until the land reverts to Government upon the expiration of the lease. In any case the present quit-rent is inadequate, for careful measurement shows that even Re. 1 per acre, to which the quit-rent was reduced on the authority of Board's Proceedings of the 13th July 1860, No. 3213, is not now being levied, and I cannot understand how reduction was then recommended and allowed after a higher rate had not only been originally agreed upon but had long been paid without demur. The taram assessment was clearly never the

basis of the original quit-rent nor should it be of quit-rents in rising towns like Mangalore in which lands suitable for building purposes are scarce and command high prices even at a high rate of assessment.

14. Item 4.—The last leasehold in this section was granted on the 19th April 1832 to Mr. John Vaughan (Zillah Judge) on an annual quit-rent of Rs. 59-13-5 reduced on the authority of the above-quoted Board's Proceedings of 1860 to the present rate of very little over Re. 1 per acre. (The extent given in the original lease seems to have been adopted in making the reduction.) This block is No. 17 on the map and is that part of the light-house hill on which stand the St. Aloysius' College and the bungalows of the District Judge and Dr. Lee. As the block is somewhat out of the way and composed of part of the top and precipitous slopes of a high hill there seems to be no chance of its ever being utilised for other purposes than it is at present. There are also 40 more years of the lease to run. Under these circumstances and considering that it is not necessary to secure the reversionary right of Government if the leasehold is to be converted into a perpetual holding, Government must be prepared to accept a somewhat low rate. I cannot, as I have already stated, understand why the quit-rent was reduced in 1860, but if it was high then, the original rate cannot be said to be high now the large block of buildings forming the St. Aloysius' College has since been erected on the part that was then waste. This old rate of quit-rent, which must certainly be reverted to, exceeds Rs. 3 per acre and something may be said to be due on account of fines under the original grant. The offer of a permanent tenure at Rs. 3-8-0 per acre per annum may, therefore, be very fairly made and the lessees made to accept it on pain of the strict and literal enforcement of the original grant, which would result in their having to pay more. Whether we consider the value of the buildings on the land or the prevailing rates of quit-rent in Mangalore, this rate is extremely moderate.

15. None of these rates should be subject to revision at any rate not to enhancement (unlikely in any case) at the revision of the land assessment now in contemplation, but they will, of course, be subject to all subsequent revisions. This does not affect any of them though really, for before any second revision takes place even the last grant, if allowed to continue, will have fallen in.

16. Section IV.—I enclose a copy of a permission certificate (enclosure D) which the Board will see is in all respects the same as an ordinary Canara land patta which the Bombay courts have held Government is at liberty to revise. It is open, therefore, to Government to revise these leases at once, but as they do not appear to be terminable leases already and revision of the land assessment at an early date is in contemplation I would suggest as the best course that these cases should lie over for disposal by the Settlement Department in due course though, considering the fact that these lands are in the town of Mangalore and not only suitable for building purposes but actually built upon, the present rates of quit-rent are ridiculously low. Item No. 1 (No. 18 on the map) is now the site of a private dwelling, whilst items 2 and 3 (Nos. 19 and 20 on the map) together form the compound of the bungalow of the District Superintendent of Police, which is situated in No. 20, the two being connected by a bridge over a road which lies between them. A low assessment appears to have been fixed in the case of these lands partly because the assessment was not for a term of years but subject to revision at any time upon a resettlement of the district.

17. I enclose copies of the several replies received by me from the several lessees of properties included in Section III of Form A and a statement (enclosure E) showing my proposals in respect of each item in Sections III and IV. With regard to Mr. Gundu Rau's statement that the site of the mission shop was lately given to the Basel Mission at a quit-rent of Rs. 6 per acre, I have to say that that case has nothing in common with this as that land was private (warg) land, not of Government property. It was a tirwalli warg, i.e., a warg held subject to revision of assessment upon improvement. In 1886 Mr. Sturrock converted it into a mulli warg fixing the assessment upon the whole—built upon and cultivated—at Rs. 6 per acre, which assessment is, of course, subject to revision at the settlement now in contemplation.

ENCLOSURE A.									
Consecutive number.	Sketch number.	Number and date of the lease or other grant.	Name of the original grantee or certificate holder.	Name of the present holder.	Situation of the property.	Extent of the property as now measured.	The present quit-rent thereon.	Remarks.	
1	2	3	4	5	6	7	8	9	
SECTION I.									
1	2	61, 20th July 1839 ✓	Assistant Surgeon J. Hichens.	Mr. George May	In the cantonment of Mangalore.	ACS. CENTS.	RS. A. P.	Both the leases lapsed in 1889. The two plots have now been amalgamated into one block.	
2	3	64, 11th Nov. 1839 ✓	Captain W. Beaumont	Mr. N. Gundu Rau		5 85	3 8 0		
3	4	130, 19th Dec. 1848 ✓	Novrojee Jansetjee	Mr. Lawrence J. Saldanha		2 6	3 8 0		
4	8	131, 19th Dec. 1848 ✓	Mangalore Vias Rau	Mr. Lawrence J. Saldanha		1 47	4 0 2		
SECTION II.									
5	3	1514, 1st Aug. 1818, Renewed on 11th May 1874.	Mrs. Elizabeth Coelho	Mrs. Mary Magdalen Coelho	In the cantonment of Mangalore.	4 41	18 5 5		
6	4	1558, 15th Aug. 1820	Mr. James Hazelwood	Mr. T. Kantappa		2 69	8 5 5		
7	5	1487, 16th Dec. 1816	Lieut.-Colonel Alexander Grant	Mr. Camil Coelho and his sisters jointly with Narsaya Shanbag.		4 90	19 2 6		
8	6	1252, 3rd June 1808	Lieutenant-Colonel W. Ogg	Sister Mary des Anges, Superior of St. Anne's Convent.		5 66	19 12 4		
9	7	1253, 6th July 1808	Mr. Robert Abercromby	Ameeroodin Sahib	In the town of Mangalore outside the cantonment.	2 68	13 1 4		
10	9	1665, 1st July 1824	Lieutenant J. F. James	Bishop Pagan		2 26	7 0 2		
SECTION III.									
11	14	884, 18th Feb. 1803	Mr. J. G. Ravenshaw	Messrs. Alston, Low and Co.	In the town of Mangalore outside the cantonment.	5 76	23 5 9		
12	15	1456, 27th Feb. 1815	Mr. Thomas Gahagan	Mr. N. Gundu Rau		8 1	45 5 2		
13	16	1555, 6th June 1821	Mr. W. Sheffield	(a) Mrs. Mary Magdalen Coelho (b) Mr. Pascoal Lobo		45 18	36 15 3		
14	17	22, 19th April 1832	Mr. John Vaughan	(a) The Society of Jesus (b) Mr. C. V. Lobo		6 74	21 9 6		
						Total	61 92		
						In the town of Mangalore outside the cantonment.	10 61		
						Total	7 62		
							18 23		
SECTION IV.									
15	18	45, 16th June 1852	Mr. Charles Frederic Chamier.	Basel Evangelical Mission Society.	In the town of Mangalore outside the cantonment.	0 52	1 0 0		
16	19	42, 5th April 1852	Messrs. Morgan Charles Chase and Duncan Proby Mackenzie.	Mrs. Curran		6 26	6 5 7		
17	20	43, 5th April 1852				6 64	6 7 6		

SOUTH CANARA COLLECTOR'S OFFICE,
Mangalore, 12th March 1891.

(Signed) V. A. BRODIE,
Acting Collector.

SOUTH CANARA COLLECTOR'S OFFICE, Mangalore, 12th March 1891.

(Signed) V. A. BRODIE, Acting Collector.

ENCLOSURE B.

Consecutive number in enclosure A.	Map number.	Number and date of the lease or other grant.	Extent of the property as specified in the lease or other grant.	Extent shown in column 4 converted into acres and cents.	Extent of the property as now measured in acres and cents.	The quit-rent originally fixed in terms of pagodas, fanams, and cash.	The old equivalent in rupees of the quit-rent shown in column 7.	The quit-rent now levied.
1	2	3	4	5	6	7	8	9
			CS. OS. SQ. FT.	ACS. CTS.	ACS. CTS.	PAG. FAN. CASH.	RS. A. P.	RS. A. P.
SECTION III. OF ENCLOSURE A.								
11	14	884, 18th Feb. 1803.	4 10 2,048	5 89	5 76	6 30 29	23 5 9	23 5 9
12	15	1456, 27th Feb. 1815.	8 19 1,854	11 67	8 1	13 10 43	45 5 2	45 5 2
13	16	1565, 6th June 1821.	27 22 1,728	36 95	31 92	27 42 50	97 13 0	36 15 3
14	17	22, 19th Apr. 1832.	17 2 793	22 61	18 23	59 13 5	39 13 5	21 9 6
SECTION IV. OF ENCLOSURE A.								
15	18	45, 16th June 1852.	0 6 389	0 34	0 52	0 6 6	0 5 6	0 5 6
16	19	42, 5th Apr. 1852 ..	4 19 607	6 35	6 26	6 5 7	6 5 7	6 5 7
17	20	43, 5th Apr. 1852 ..	4 21 1,002	6 47	6 64	6 7 6	6 7 6	6 7 6

REMARKS.—The number of fanams to the pagoda varied from time to time as the fanam was silver and the pagoda a gold coin. A fanam contained 80 cash and in 1856 in official transactions 36 fanams were taken to be equal to a pagoda although in the open market the pagoda was then worth 40 to 42 fanams. When the earliest of these grants was made the pagoda seems to have been worth over 50 fanams. The value of the pagoda was taken at Rs. 3-8-0 when these assessments were fixed in rupees in 1838 (26th January, fasli 1263) by Mr. Fisher. This valuation seems to have been below the real value of the pagoda then and is certainly much below its valuation now (now the value varies from Rs. 5 to Rs. 6 according to exchange, its weight being 2 dwts. 4 grs. or about $\frac{1}{2}$ of a sovereign).

SOUTH CANARA COLLECTOR'S OFFICE,
Mangalore, 12th March 1891.

(Signed) V. A. BRODIE,
Acting Collector

ENCLOSURE C.

No. 1456.

Revenue Department.

This indenture made the twenty-seventh day of February in the year of our Lord one thousand eight hundred fifteen between the United Company of Merchants of England trading to the East Indies on the one part and Mr. Thomas Gahagan of Madras on the other part, witnesseth, that the said United Company for and in consideration of the costs and charges which the said Mr. Thomas Gahagan hath already been and shall be at in building and finishing a brick messuage or tenement, on the ground hereunder leased, and in making other improvement and in consideration of the sum of five pagodas, current money of Fort St. George, to him paid by the said Mr. Thomas Gahagan for the use of the said United Company at or before the sealing and delivery of these presents, and also for and in consideration of the further sums, yearly and other rents and the covenants, promises and agreements hereinafter reserved and contained, on the part and behalf of the said Mr. Thomas Gahagan, his heirs, executors, administrators or assigns, to be paid, done and performed; have demised, leased, let, and to farm letten and by these presents do demise, lease, let and to farm let, unto the said Mr. Thomas Gahagan, his executors, administrators, and assigns, all that piece or parcel of ground, situated and lying east of the custom-house at Mangalore, bounded on the north by a high road leading from the zillah court to the town, on the south by the flag-staff and Kithenny Castle, on the east by the esplanade, and on the west by a large lake, Mangalore river, and the sea and of the form and dimension expressed in the annexed drawing containing in the whole superficial square feet 508,254 or 8 cawnies 19 grounds and 1,854 square feet.

To have and to hold the said piece or parcel of ground, together with all benefits and advantages, arising or to arise thereby, unto the said Mr. Thomas Gahagan his heirs, executors, administrators, and assigns, from the day or the date hereof until the full end and term of ninety-nine years from thence next ensuing, and fully to be completed and ended; yielding and paying therefor yearly and every year unto the said United Company, their successors and assigns, the rent of pagodas 13-10-48 on the 27th day of February in every year, if the same be lawfully demanded, and yielding and paying therefor at the end and expiration of every thirty years of the term hereby leased unto the said United Company, their successors and assigns, the and just sum of 30 pagodas current money of Fort St. George and the said Mr. Thomas Gahagan doth hereby for himself, his heirs, executors, administrators or assigns, covenant and promise to, and with the said United Company, their successors and assigns, in the manner and form following;

Registered in the office of the Register of Government Grants at Madras this 16th June 1852 as No. 45.

Exd.

(Signed) J. A. HUDLESTON,
Collector and Register of Government Grants.

(Signed) P. VURDARAZOOLOO,
Register.

ENCLOSURE E.

Consecutive number in enclosure A.	Map number.	Number and date of the lease or other grant.	Extent of the property as now measured in acres and cents.	The quit-rent now levied.	Proposals.
1	2	3	4	5	6

SECTION III. OF ENCLOSURE A.

11	14	884, 18th Feb. 1803.	ACRES. 5	CENTS. 76	RS. A. P. 23 5 9 *
12	15	1456, 27th Feb. 1815.	8	1	45 5 2 *
13	16	1565, 6th June 1821.	(a) 6	74	36 15 3
			(b) 45	18	
		Total ..	51	92	
14	17	22, 19th Apr. 1832.	18	23	11 9 6

* For the reasons stated in paras. 9, 10, and 11 of the letter, both these properties should be treated alike for purposes of assessment and permanent tenure; patta may be offered to their holders at the fixed and established rate paid by natives generally for land for building purposes in Mangalore town (often far worse-situated for business purposes) viz., Rs. 12 per acre, and if they do not accept the terms offered willingly pressure may be put on them to compel them to do so by giving them distinctly to understand that their leases will not be renewed and coming down on them for the payment in gold of the original pagoda quit-rent and also of the arrears of 30 pagodas every 30 years with interest on the ground that the cancellation of this condition has never been noted in their lease-deeds and was never intended to apply to cases in which the leaseholds were put to very profitable uses opposed to the spirit of the original grants.

(a) This block is referred to in para. 12 of the letter. Although some distance from the business centre of the town and a somewhat detached piece of the whole of this grant property, it is very suitable for building purposes and the holder may be offered, under the circumstances, a permanent patta at the rate of Rs. 6 per acre in consideration of the fact that the lease has still 29 years to run. If the holder will not consent to this, this piece may be treated like the rest of this property except that in this case I would enforce the terms of the original grant meanwhile literally and strictly and in all details as in the last two cases.

(b) For the reasons stated in para. 13 of the letter, the preferable course seems to be to allow the lease to lapse even though there are still 29 years to run and then resume it. The present quit-rent is inadequate for careful measurement shows that even the 1 Re. an acre rate to which the quit-rent was reduced on the authority of Board's Proceedings, dated 13th July 1860, No. 3213, is not now being levied and permission is therefore requested to levy in future the old rate of quit-rent subject to which the lease was granted as converted into rupees in fasli 1263 until the land reverts to Government upon the expiration of the lease. I would not though levy the quit-rent in gold nor demand arrears of the fine of 30 pagodas every 30 years in this case.

Under the circumstances detailed in para. 14 of the letter, the offer of a permanent patta at Rs. 3-8-0 per acre per annum may very fairly be made and the present holders made to accept it on pain of the strict and literal enforcement of the original grant which would result in their having to pay more. Whether we consider the value of the buildings on the land or the prevailing rates of quit-rent in Mangalore this rate is exceedingly moderate.

that is to say, that he the said Mr. Thomas Gahagan, his heirs, executors, administrators, or assigns shall and will truly pay or cause to be paid unto the said United Company, their successors and assigns, the said yearly rent, and sums hereby reserved, at the times, and in the manner and form aforesaid, according to the reservation thereof, for and during the term hereby demised: and further that the said Mr. Thomas Gahagan, his heirs, executors, administrators, or assigns shall and will, at his and their own proper costs and charges, well and sufficiently finish the said intended messuage, or tenement, and the same being so finished, shall at his or their own proper costs and charges well and sufficiently uphold, support, sustain, maintain, and amend, the same from time to time, and at all times during the said term. And further that he the said Mr. Thomas Gahagan, his heirs, executors, administrators, and assigns, shall not, nor will, at any time during the term hereby demised, assign or set over this indenture of lease, or grant a lease of the premises hereby demised, or any part thereof, to any person or persons, whomsoever, who shall not be under the license and protection of the said United Company, nor shall at any time during the term hereby demised, do, or willingly cause or suffer any act or thing to be done, in and upon the said demised premises, or any part thereof, which may grow to the annoyance, grievance, or damage of the said United Company, their tenants or the inhabitants, or their bounds; provided always, that if the said Mr. Thomas Gahagan, his heirs, executors, administrators, or assigns, shall at any time or times, during the term of the demise, fail in the performance of all or any of the covenants and agreements, which on the part and behalf of the said Mr. Thomas Gahagan, his heirs, executors, administrators, or assigns, are, or ought to be done and performed, that then it shall and may be lawful to, and for the said United Company, their successors and assigns, into and upon the said hereby demised premises or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy, as if this lease had never been made, anything herein contained to the contrary thereof in any ways notwithstanding; and the said United Company do hereby promise, covenant, and agree to, and with the said Mr. Thomas Gahagan, his heirs, executors, administrators, and assigns in manner and form following that is to say that the said Mr. Thomas Gahagan, his heirs, executors, administrators, or assigns paying the said yearly rent and sums reserved, and performing the covenants hereinbefore contained which on his and their part and behalf, are, or ought to be paid, performed and kept, shall and may from time to time, and at all times hereafter for and during the term of this demise peaceably and quietly have, hold, use, occupy, possess, and enjoy the said piece or parcel of ground with the appurtenances without the lawful let, suit, trouble, ejection or disturbance of the said United Company, or any person or persons whatsoever, lawfully claiming or to claim, by, from, or under them, and also that he the said Mr. Thomas Gahagan, his heirs, executors, administrators, or assigns, fulfilling the covenants and agreements, hereinbefore contained and on his part to be performed and yielding and paying at the end and expiration of the aforesaid term of ninety-nine years, unto the said United Company, their successors or assigns, the full and just sum of one hundred pagodas, current money of Fort St. George, then this lease shall and may be renewed for a further term of ninety-nine years, upon such terms and conditions as shall be judged reasonable. In witness whereof Francis White Ellis, Esq., as Collector of Madras and Register of Grants for and on behalf of the said United Company, acting under due authority delegated to him by the Honorable the Governor in Council of Fort St. George, hath set his hand and caused the seal of the said United Company to be hereunto affixed, in Fort St. George, aforesaid, the day and year first above written.

Registered in the Cutcherry at Madras.

(Signed) F. W. ELLIS,
Collector and Registrar of Grants.

(Signed) ALLAGASENGARI NAIDOO,
Register.

ENCLOSURE D.

This is to certify that Mr. Charles Frederick Chamier has been permitted by the Governor in Council of Fort St. George to occupy that piece or parcel of ground, measuring six grounds and three hundred and eighty nine square feet, situated and lying without the town of Mangalore bounded on the north-west by a small nullah, on the south-east by the road leading to the flagstaff and on the south-west by the estate registered in the name of Phulneer Jose to have and to hold the said piece or parcel of ground with all benefits and advantages arising or to arise therefrom unto the said Mr. Charles Frederick Chamier, his heirs, executors, administrators, and assigns, paying for the same yearly and every year, on demand, to the Collector of Canara the annual sum of (rs. 5 pies 6) annas five and pies six as the Government assessment on the said ground.

In witness whereof Arthur Hall, Esq., as the Sub-Collector in charge of the Collectorate of Canara, acting under due authority delegated to him by the Governor in Council of Fort St. George hath hereunto set his hand and official seal at Mangalore this 12th day of May A.D. 1852.

(Signed) A. HALL,
Sub-Collector in charge.

ENCLOSURE E—cont.

Consecutive number in enclosure A.	Map number.	Number and date of the lease or other grant.	Extent of the property as now measured in acres and cents.	The quit-rent now levied.	Proposals.
1	2	3	4	5	6
15	18	45, 16th June 1852.	52	0 5 6	* The permission certificates under which these properties are held appear to be ordinary Canara land pattas which the Bombay courts have held Government is at liberty to revise. Government can therefore revise these leases at once but as they do not appear to be terminable leases already and revision of the land assessment at an early date is in contemplation, the best course seems to be to allow these cases to lie over for disposal by the Settlement Department in due course, though considering the fact that these lands are in the town of Mangalore and not only suitable for building purposes but actually built upon the present rates of quit-rent are ridiculously low.
16	19	42, 5th Apr. 1852.	26	6 5 7	
17	20	43, 5th Apr. 1852.	6	6 7 6	

SECTION IV. OF ENCLOSURE A.

SOUTH CANARA COLLECTOR'S OFFICE,
Mangalore, 12th March 1891.

(Signed) V. A. BRODIE,
Acting Collector.

ENCLOSURE No. 7.

From Messrs. ALSTON, LOW and CO., to the Collector of South Canara, dated Mangalore, 15th January 1891, No. 720.

Referring to your letter, dated 14th ultimo, No. 4758, we have the honour to state that, although there is a period of about twelve years more for the expiry of the term of the lease alluded to in the above letter, we have no objection, if Government desires to grant patta, to receive the same, provided no addition is made in the amount of quit-rent now annually paid, viz., Rs. 23-5-2; we, on the other hand, in consideration of the change of the tenure, promise to pay 100 pagodas to Government.

The investment of the above 100 pagodas will amount at 5 per cent. at the end of next eleven years to Rs. 628-8-4 at compound interest. This sum will thenceforward bring to Government Rs. 31-6-9 annually; and this together with the present quit-rent Rs. 23-5-2 amounting to Rs. 54-11-11 will from and after the expiry of the term of the present lease be the assessment, and this comes to more than Rs. 12 per cawny, while the present rate is only Rs. 5½ per cawny.

As regards your remark that there has been a failure to make payment to Government of the special sum stipulated to be paid at the end of every thirty years, we beg to state that we understand Government some time before the grant rules (16th March 1835) now in force were framed, withdrew their claim to the above sum as well as to the 100 pagodas stipulated to be paid in case of renewal of the lease after ninety-nine years and directed Collectors not to demand or collect the same and subsequently omitted these conditions in the new rules. Hence it may be seen that there was no omission either in our part or in that of our predecessors, in this matter.

ENCLOSURE No. 8.

From M.R.Ry. N. GUNDU RAU, to the Acting Collector of South Canara, dated Mangalore, 17th January 1891.

In reply to your letter, No. 4758, dated 14th December last, I beg to state as follows:—
The extent and the annual quit-rent of the land referred to in the above letter and now held by me on ninety-nine years' lease, dated 27th February 1815, are cawnies 8-19-1,854 s. ft. and Rs. 46-5-2 respectively. The rate of the quit-rent is Rs. 5½ (1½ pagodas) per cawny.

Though Government may enforce patta on the expiry of the term of the present lease, the land is not expected to bear an assessment more than Rs. 6 per acre at the most, and at this rate Mr. E. Brennen's property adjacent to the land in question and now held by the German Mission has been lately assessed.

From the date of the lease it may be seen that I am to hold the property for almost a quarter of a century longer without paying anything more than the aforementioned amount of quit-rent, and it seems to me unadvisable that I should, for your issuing the patta, undertake from the present time to pay an assessment of a rate higher than that of the present quit-rent without any corresponding pecuniary advantage to me. I beg, however, to offer, in consideration of the proposed change of the nature of the tenure, to pay to Government, in addition to the present amount of annual quit-rent, a sum of 100 pagodas (Rs. 350) which, although stipulated in the lease to be paid to Government if the lease is renewed, has been already remitted by Government as will be shown further on.

I have given my best consideration to the subject, and I do not see my way to propose terms other than the above which might be regarded fair to both parties. The investment of the 100 pagodas I offer to pay will at the end of next twenty-three years amount at 5 per cent. to Rs. 1,128-10-4 at compound interest, which will thenceforward bring to Government at the above rate Rs. 56-6-11 annually. This sum, together with the present quit-rent, amounts to Rs. 102-12-1 which would give more than Rs. 11½ per cawny, an assessment which if assessed in the ordinary way the land can hardly be able to bear.

In conclusion I beg to state that Government appears to have some time before the grant rules now in force were framed withdrawn their claim to the sums stipulated in the lease to be paid whether at the end of every thirty years or on renewal of the lease after ninety-nine years and to have omitted these conditions in the new rules (circulated by the Register of Government Grants, 2nd April 1835). Hence there was neither demand on the part of Government nor omission on the part of the lessee in the matter.

ENCLOSURE No. 9.

From Mrs. M. M. COELHO, to the Collector of South Canara, dated Mangalore, 5th Feb. 1891.

With reference to your circular letter No. 4758, I regret to state that I was unable to reply earlier for want of some information and I hope you will kindly excuse me the delay.

I beg to submit that, considering all the circumstances, it will be a dead loss to me to consent to pay a higher assessment on the ground referred to in the letter.

The ground is a hilly waste at a distance from the centre of the town, which seems to have been given to the first occupier on the present terms for raising buildings for European gentlemen according to European style. So the present buildings are chiefly intended for European gentlemen. The chief or rather the only source of income is the rent of the two bungalows on which enormous sums of moneys have been originally laid out and again large sums subsequently spent from time to time for repairs, changes, additions, &c. Further, of the two bungalows, the smaller does not get ready and permanent occupants (perhaps from its vicinity to the bigger one) and has been consequently lying vacant for years and years together with a little exception. The rents now levied were no doubt fixed long ago but it is itself high (considering the circumstances of this town and that the water well is at a distance from the bungalows and causes additional cost to the occupants) and cannot be increased at all. On the other hand the rent of the smaller bungalow has been greatly reduced to secure occupants. Moreover, the cost of labour and materials for the changes and repairs has increased and there is no chance of its decrease. As the bungalows are meant for European gentlemen, who generally like to have large compounds unoccupied and on which account also the present rents are paid and will be continued to be paid, the compound cannot be utilized for raising other buildings. If other houses should be built in the vicinity, the present bungalows may not be occupied thereafter, and I fear it would end in a great loss to me, and I affirm that on this account no attempt was made to erect any sort of building in the vicinity of the existing buildings.

Taking account of the sums invested I submit that the income hardly brings a 4 per cent. interest for my investment.

Further, the Government seems to move from time to time for a transfer of the military station from here to other parts; if so, the difficulty of getting occupants for the present buildings would be greatly enhanced, especially as they have been meant for European gentlemen and built after European style; it would be impossible that any native gentleman would occupy them even if he could afford to pay the monthly rent of Rs. 125.

From the nature of the soil and the difficulty of getting water, it would be impossible to turn the hill to cultivation by abandoning the present buildings and no appreciable income could at any time be got from the improvement or cultivation of the land.

As to the non-payment of 30 pagodas instalments, I submit the Government has waived the same.

Considering all these and many other circumstances which are left off from recording here for fear of lengthening this letter, I submit it would be a dead loss to me to be compelled to pay higher assessment than what is now being paid. I, however, submit that as the present rate of assessment is fair for the hilly ground, the permanent tenure proposed may be accorded to me to ensure on the termination of the present tenure on the present assessment.

ENCLOSURE No. 10.

From Mr. PASCOAL LOBO, to the Acting Collector of South Canara, dated 12th Jan. 1891.

A certain piece of land in the town of Mangalore obtained from Circular on lease of 99 years under darkhast, dated 6th November 1821, No. 1565, being in the possession of myself and others, I received a notice dated 14th December 1890, No. 4758, stating that the said darkhast might be cancelled and the said piece of land might be granted to me on permanent darkhast under the same conditions as those under which wargdars or pattadars are allowed and I beg to represent as follows.

A large portion of the whole of this grant land was in the possession of Mary Magdalene Coelho Bayi. It was estimated to measure not more than 5 or 6 acres. It is interspersed with laterite and granite rocks. It is in want of water, a supply of which is the essential for cultivation. This piece of land together with others therewith connected were purchased by Anton Justilian Saldanha from Mr. Anderson and the former sold the whole of the land to Jose Coelho (late), husband of the said Maria Magdalene Bayi. I learnt that the said Saldanha repurchased from the said Jose Coelho that piece of the land which I represented above as having been in my possession and which forms a part of the said land and that it (the said piece), which closely adjoins the land belonging to myself and my family, was about to be sold to other people. Having no choice in the matter and though there was no cultivation whatever on it I purchased it by paying for it the consideration of Rs. 1,000. Subsequently I and my brother Jose Lobo have been enjoying it as our allotments by digging up wells, &c., in it, erecting houses and by making other improvements thereon.

I was not aware whether the said Saldanha, who purchased the land from Mr. Anderson, the said Jose Coelho, who purchased it from the said Saldanha, or the said Saldanha's sons, from whom I purchased the piece of land, knew that this grant land had been held by virtue of a lease for a period of years. I was, therefore, led to purchase it for a consideration and to make extensive improvements thereon. If it were not for this reason, I would not have purchased it at all. As the said piece of land is situated within the town of Mangalore and as our other lands adjoin it, it has been brought under cultivation at considerable expense by removing the laterite of which it had been full. This circumstance has, as it is clear, improved its condition and appearance. I have, however, been deceived by purchasing it and by spending much money on it. I do not find myself now at liberty to give it up. I, therefore, pray that your Honour may disengage us from these troubles by fixing an assessment on the pieces of land held by me, &c., at the same rates as those on other lands, i.e., muli wargs situated in Mangalore and other towns or at least at one rupee per acre, the rate which, as I am aware, is under the rules in force at present fixed on dry lands depending for their cultivation on rain water. In this case only I am willing as I cannot help otherwise to pay the assessment that may be so fixed. I am, however, unable to pay assessment at a higher rate. I beg to represent this circumstance.

ENCLOSURE No. 11.

From the Very Rev. F. J. B. ROSSI, S.J., Procurator of the R. C. Mission, Mangalore, to the Acting Collector of South Canara, dated Mangalore, 4th February 1891.

With reference to your letter of 14th December last, No. 4758, directing me to state what assessment I am willing to pay in lieu of quit-rent in consideration of Government issuing a permanent patta for the land held under Government grant No. 22, dated 19th April 1832, in the town of Mangalore, I have the honour to submit respectfully that, out of the land included in the grant, a portion bearing a proportionate quit-rent of Rs. 10 per annum was gifted by the late holder, Mr. Lawrence Lobo, for the purpose of building a college for education.

2. The college buildings have been erected accordingly with a cost of more than Rs. 1,50,000. The institution is maintained from charitable funds.

3. The land on which the college buildings are erected is an unproductive sterile hill and no income of any appreciable value is derived or capable of being derived from the same. In fact the land is not yielding or suitable for yielding any paying produce.

4. Under the circumstances I have the honour to submit that the present annual payment made to Government for the land is not low, and, therefore, I have the honour to request that, having in view the charitable object with which the buildings were erected, it may be recommended to Government to look upon the institution graciously and to issue a permanent patta at the existing rate.

5. With reference to the 30 pagodas payable every 30 years, I learn that Government, some time before the Government rules (16th March 1835) now in force were passed, withdrew their claim to the above sum as well as to 100 pagodas stipulated to be paid in case of renewal of lease after 99 years, and directed Collectors not to demand or collect the same, and subsequently omitted these conditions in the new rules.

ENCLOSURE No. 12.

From Mr. C. V. LOBO, to the Collector of South Canara, dated Mangalore, 28th January 1891.

With reference to your circular letter, No. 4758, of 14th ultimo, I beg to express my regret at my inability to accept a perpetual lease on payment of a higher assessment for the ground now held by me on quit-rent under 99 years' lease, and to state that I would prefer a renewal of the current lease on the expiry of its term.

2. I beg to say that I am aware that a permanent lease would confer on me an absolute right of property to the land in question. But such a right to be worth possessing should be a profitable one or at least should not be a source of loss. The following facts, however, would, I hope, fully satisfy you that increased assessment on the said land means undoubted loss to the lessee.

3. The present rental of the judge's bungalows, after paying all taxes and meeting all the charges incidental to the upkeep of a decent house suited to the residence of a European officer, leaves a net income (of nearly Rs. 900 a year) which hardly gives a return of 5 per cent. on the capital invested while the net rental of the house now occupied by Doctor Lee barely brings in an income of 4 per cent.

4. You know that the above are not high rates of return for the capital spent on these buildings, and that there are various other modes of investing money which bring in a larger profit while they cost comparatively little or no trouble. Had I the experience I now possess in the matter of houses to let I would never have built the house occupied by Doctor Lee, which, owing to the natural difficulties of the ground, &c., I had to contend with, cost me an unusually large amount.

5. Even the permanency of the very low income which the bungalows yield and which does not admit of any enhancement depends wholly on constant and uninterrupted occupation of them. But one of them, viz., that in the occupancy of Doctor Lee, has often been vacant for lengthened periods and though the same has not hitherto been the case with the judge's residence its future invariable occupation by a European tenant of the position of the judge is very problematical especially owing to the proximity of the St. Aloysius' College, and if once abandoned by a judge it will, I fear, be next to impossible to find for it a European tenant who will pay the present rental which has been of late reduced from Rs. 125 to 100. To secure for it a native tenant is altogether out of the question not only on account of rent but because of certain disadvantages, such as distance of water, &c., and the consequent necessity for the entertainment of extra servants.

6. Again, the uncertainty attaching to the permanent location of a regiment at the station heightens the difficulty and improbability of always securing tenants for the bungalows even at reduced rates of rental.

7. From an agricultural point of view it is physically impossible that the holding even at the one rupee an acre rate of assessment, much less at a higher rate, can ever be a profitable concern. The soil is a sterile, unproductive mass of laterite wholly incapable, even at the cost of great labour and capital, of producing any paying crops. It was in recognition of this fact when represented by Mr. J. G. Thompson, C.S., a former lessee, that Government was pleased to reduce the rate of quit-rent from Rs. 2 and odd to Re. 1 an acre. Since the above reduction I beg to say that nothing beyond the change of ownership from a European to a native has occurred to make the land more valuable now than it then was.

8. It will thus, I trust, be evident that owing to the very low return secured to the owner even when the bungalows are always occupied, the difficulty and improbability of securing tenants at all times, the worry and expenses entailed in maintaining the buildings in a fit condition to be residences for European officers and in meeting their constantly changing requirements, and the totally unproductive quality of the land, the rate of assessment which the land at present bears is appropriate and cannot be raised.

9. Should you nevertheless feel any doubt on any point in my above statements I respectfully beg the favour of your kindly making inquiries of persons, whether European or native, having real experience as owners of bungalows to let and not of mere speculators experienced in other modes of investing money, knowing little or nothing of the troubles, worry, loss, &c., inseparably attaching to the ownership of bungalows to let.

10. I hear that the condition of requiring the payment of 30 pagodas every 30 years, &c., was waived by Government a few years after the lease had been granted.

11. In conclusion, therefore, I pray that a permanent lease may be granted to me on the present rate of assessment, or, if that cannot be done, the current lease may on its expiry be renewed on conditions similar to the present ones. If, however, it be decided that neither of these alternatives are advantageous to Government, I earnestly pray that a recommendation may be submitted to Government to purchase now my bungalows and a compound on behalf of Government for a reasonable price.

RESOLUTION—dated 29th July 1892; No. 388.

In para. 3 of its order, dated 24th March 1890, No. 222, Government called for a report regarding properties held on terminable leases in all districts except the Nilgiris. Reports have been received from many of the districts; but, as they were found defective, further information has been called for on them. Instead of dealing with all the reports together, moreover, the Board considers it more convenient to deal with each district as the information therefor is complete. The report now received from the Collector of South Canara will accordingly be submitted for the orders of Government.

2. The existing number of terminable grants in the district is 17. Ten of these are situated in the military cantonment of Mangalore, so that the Collector's

Number.	Extent.	Quit-rent imposed by the grant.	Quit-rent now paid.
<i>Ninety-nine years' leases.</i>			
(1) 884, 18th Feb. 1803	ACS. CTS.	RS. A. P.	RS. A. P.
	5 76	23 5 9	23 5 9
(2) 1456, 27th Feb. 1815	8 1	45 5 2	45 5 2
(3) 1565, 6th June 1821	51 92	97 13 0	36 15 3
(4) 22, 19th April 1832	18 23	59 13 5	21 9 6
<i>Permission certificates.</i>			
(5) 45, 16th June 1852	0 52	0 5 6	0 5 6
(6) 42, 5th April	6 26	6 5 7	6 5 7
(7) 43, 6th	6 64	6 7 6	6 7 6

letter deals only with the remaining 7. Four of these 7 grants are held under 99 years' leases and the remaining 3 under "permission certificates," all being situated in Mangalore outside the cantonment limits. The particulars of the several grants are given in the margin.

3. *Ninety-nine years' leases.*—The Collector states that the properties two of the grants, Nos. 884 and 1456, are not now employed for the purposes they were granted, the former being used by Messrs. Alston, Low and Co. for curing works, and the latter, now in the possession of a Mr. Gundu, covered with shops, native dwelling-houses, &c., which are leased out on profitable terms. The Collector proposes, therefore, to convert these properties into permanent holdings at the prevailing rate of Rs. 12 per acre, and, if the same are not accepted, to enforce the payments referred to in para. 11 of his report. As regards item 3 (grant No. 1565), comprising an area of acres 51.92, in which the residences of the Collector and District Board Engineer are situated, the Collector proposes that, on the expiry of the lease in 1920, the land may be resumed except a block of acres 6.74 which has been detached therefrom and sold to one P. Lobo and for which he would grant a permanent patta at Rs. 6 per acre. He adds that the land covered by this grant is very favourably situated for the erection of additional European residences and public offices and that he would, therefore, strongly recommend its re-acquisition on lapse, as land is becoming more scarce and valuable in the town. With regard to the land comprised in grant No. 22, the Collector proposes, owing to its peculiar situation in an out-of-the-way place and in consideration of the fact that there are still 40 more years of the lease to run, an offer of a permanent tenure at Rs. 3-8-0 per acre per annum—a rate only slightly in excess over that secured by the lease, and, if these terms are refused, that the provisions of the original grant, which have been since relaxed, be enforced.

4. The Board considers that Government has, on expiration of these terminable leases, the right to re-enter and sell the property. It is not the fault of Government if the lessees have built on an expiring lease without knowing it, though the Board is disposed to doubt the absence of such knowledge. By not adhering to the terms of building leases and resuming the properties on their expiry, Government will be throwing away what in the aggregate will amount to a considerable sum of money. Building leases for terms of years are not common in this country, but in England they are very usual, and Her Majesty's Government has, for instance, to the knowledge of one of the Board's Members, granted many such in Pall Mall, which

it is believed to have every intention of resuming at the expiry of the periods for which they were granted. The Board begs to suggest that inquiry into the principles on which the Government of England deals with such cases should be made.

5. If, however, the Madras Government is not disposed to insist on the resumption of expiring leases, the Board would recommend that items 1, 2, and 4 may be converted into permanent holdings and charged Rs. 12 per acre. This rate, though not agreed to by the present holders of the grants, is, in the Board's opinion, exceedingly favourable, considering the situation and the amount the lessees already owe in consequence of the omission to collect the periodical payment of 30 pagodas. With regard to item 3, the Board considers that, for the special considerations mentioned by the Collector, the whole of it should be resumed on the expiry of the lease.

6. The quit-rents secured by grants Nos. 1565 and 22 (items 3 and 4) were reduced under the authority of Board's Proceedings, No. 3213, dated 13th July 1860. The Board sees no reason for continuing the reduction and accordingly directs that the original quit-rents be levied in future. The Proceedings quoted above, in which the reduction was allowed, will be considered as cancelled.

7. As regards the three cases covered by permission certificates, the Board agrees with the Collector that they may lie over for disposal by the Settlement Department. If this is approved, special instructions will have to be given that the land is not to be assessed on its agricultural value as the "crop" it bears is houses—the value of which should be taken into consideration.

8. In the case of the grant properties within the cantonment of Mangalore, the Board begs to suggest that the necessary instructions may be issued in the Military Department. It will be observed that two of these leases have already expired and that early action is, therefore, required.

(True Copies and Extract.)

L. S. M. S.
Acting Secretary.

To the Secretary to Government, Revenue Department,
with plan (to be returned). ✓
Copy to the Collector of South Canara.

3	3	4	13	4	5	11	25
Quar'ter Master General's Office,							L. H. Egle Brig: Genl:
Polacampund, 14 th March 1893.							Quar'ter Master General
							68

48

in them, it would, it is submitted, be desirable for the Revenue Department to take such action as may be considered necessary in the interest of Government for their disposal, either by allowing the present Military leases to run out their term of 50 years or by replacing them by Civil grants.

2. There is no record traceable in this Office of the six 99 years' leases referred to in the letter of the Collector of South Canara, recorded in the Proceedings of the Board of Revenue returned above. These leases are presumably similar in form to that given in enclosure C of the Collector's letter and, if so, probably were likewise granted by the Collector and Registrar of Grants.

3. With regard to the two Military Leases marginally noted, whose terms have expired, I am to

mention

No. 61, dated 29th July 1839 to Assistant Surgeon John Hickens, & 6th Regiment M. N. I.
No. 64 dated 11th November 1839 to Capt. Beaw.
Mount 23rd Regt. A. I.

49

49

mention that the leases have been cancelled and the plots of land there assigned, re-granted under a new lease, No. 610, dated 11th March 1892, in favor of Mr. George May, the present owner of both the properties, which as they adjoin each other, were, on being re-granted, included in one lease.

49

49

I have the honor to be
Sir,

Your obedient Servant

L. A. Lye Brig. Genl.
Quarter Master Genl.

72

Revenue
Military (1893) Department.

Current No. 1782
Current Number 2291
From

The Quarter Master General,

To

The Secretary to Government,
Military Department.

16 MAR. 93

No. 474 M

Dated 14th March 1893.

Received

Red. 6. R. 2. 5720

Dispd 9/17 - 1 P.M. E. 18

ENCLOSURE.

Rel. to the disposal of
the properties situated
within the Cant. of Mangalore.

Circ 23/12/92

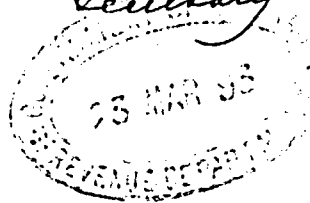
Military Department.
Fort St. George, the 21st March 1893.

No. 1930.

Transferred to the
Revenue Department for favor
of disposal.

(By Order)

Secretary to Government.



To the Revenue Department
with 7 enclosures

REVENUE DEPARTMENT.

No. 7143 + 8466/92

Dated

18

R O R D E R S.

In G.O. No. 24-3-90-
No. 222 the Govt. after passing
orders as to the terms on which
permanent pattas may be granted
for lands held on 99 years leases
on the Nilgiris, remarked that
properties held in other districts
on 99 years leases or other forms
of terminable tenure may also
be converted into permanent
holdings except where for special
reasons it is considered desirable
that the reversionary right to
Govt. should be reserved, and
the Board was accordingly
asked to submit a report on
the extent and nature of the
properties held on leases of this
description, the quit rent or other
dues realized thereon and the
terms

57
terms on which they may be converted into permanent holdings.

FOR ORDERS.

2. With the currents read at the head of this note the Board submits reports on such properties situated in South Canara and Madras.

3. Case 7143: In the first current the Board states that although reports have been received from several Collectors, they are defective, and further information has been called for, and that instead of dealing with all the reports together, it will be more convenient to deal with each district as the information respecting it is completed.

4. The no. of properties reported on in the case of South Canara is 17 of which 10 are stated to be situated in the Military Cantonment of Mangalore.

The disposal of these 10 cases may, as suggested by the Board in para 8 of its Prop., be transferred to the Military Dept.

5. In 3 cases out of the remaining 7 the properties are held

Yes - if Mangalore is a military Cantonment within the meaning of the Act, then I am not sure about. H.E.

58
held on what are termed 'permission Certificates' of which a copy is printed as Encl: D to the Collector's letter. ---
--- As these are not permanent leases, the Collector and the Board recommend (para. 7 of the B.P.) that they may be left to be dealt with by the Settlement Dept. at the next revision. If this recommendation is approved, the Board states that "special instructions will have to be given that the land is not to be assessed on its agricultural value, as the crop it bears is houses, the value of which should be taken into consideration". The Board does not state how the land is to be assessed with reference to the value of the houses thereon. This will be a novel principle of assessment. The charge should, it is thought, be either the laram assessment on the land or a quit rent determined with reference to the prevailing rates for house-sites in

54
in the neighbourhood. Whether, at revision, the present rates which appear to correspond to the Laram assessment on the lands can be changed into quit-rent rates now charged on house sites, is a question; but this question need not be considered now. The Board may be informed that the revision of the assessment of these lands will be considered at the time of revision of Settlement. *EH*

6. There remain 4 cases in all of which the lands are stated to be held on 99 years leases, of which a form is printed as Encl: C to the Collector's letter. The extent, assessment and other particulars of these properties are shown in the statement marked A appended to this note.

7. The Board explains in para 4 of its Prop. how it would deal with these cases. It considers that "the Govt has on expiration of these terminable leases

55 65
leases the right to re-enter and sell the property" and suggests that this course should be adopted, adding that Building leases for terms of years though not common in this country are very usual in England, many such lands having been granted by Her Majesty's Govt in Pall Mall, and suggesting that enquiry into the principles on which the Govt of England deals with such cases should be made. The Board has not stated in what terms these English leases run. They are probably similar to the new ^{form} ~~Laram~~ leases introduced into Nilgiris after 1850 the main conditions of which are, that the lease is to run for 33 years, to be renewable at the end of that term, at the option of the lessee, for another period of 33 years, and again renewable similarly for a third period of 33 years, at the end of which the land with any buildings upon it is to revert to Government. (vid

56
vide the form of building
lease sanctioned in G.O. No.
14-10-1850 No. 956). But the
terms of the lease under which
the properties in question are
held are quite different. The
main conditions of these leases
are:-

- (1) that they are to be in force
for 99 years;
- (2) that, in addition to a yearly
rent, the lessee should pay
a reserved rent of 30 pagodas
at the end of every 30 years;
- (3) that if at the end of 99
years the lessee pays a further
rent of 100 pagodas the lease
shall and may be renewed for
"a further term of 99 years upon
such terms and conditions as
shall be judged reasonable."

8. These being the terms of
the leases and as it may be
expected that when the current
term of 99 years expires, the
then holders of the lands will
apply for a renewal, it is
submitted that the Board is not
correct in calling the leases
terminable.

57 57
terminable or 'expiring' leases;
that they are rather 'renewable'
leases and that when ^{renewal} ~~renewal~~ is
applied for, all that the Govt.
has reserved to itself is to stipu-
-late reasonable terms.

9. Even if resumption were
feasible under the terms of the
leases, it is presumed that
the Govt. would not think of
exercising this right in the
case of the lands under con-
-sideration, seeing that even
in the case of the 'expiring'
leases on the Nilgiris, ^(para. supra) the Govt.
has foregone the reversionary
right.

10. The Collector and the Board
seem to be of opinion that as the
lessees have not paid the reserved
rent of 30 pagodas, and as it
is stipulated in the lease that
on failure of any of its condi-
-tions the Govt. can re-enter &c,
it will be open to Govt. to resume
the grants. But the present hold-
-ers of the leases contend that
the Govt. had waived its right
to this rent and they seem to be
correct.

Correct—vide G.O. 5-9-1834
 No 784 printed at page 3 of
 B.P. 4-10-81 No. 2154. It may
 be noted in this connection that
 in regard to these 30 years fines
 the Board wrote as follows in para 2
 of its Props read in G.O. 23-6-57
 No. 629— "the rights of
 Govt. — were absolutely
 abandoned by them so far back
 as 1834." This resolution was
 prominently brought to the
 notice of the Collectors in the
 Provinces in 1853—vide also
 remark to the above effect
 in para 18 class I of the B.P.
 3-2-80 No 176 read in G.O.
 29-3-80 No 377. In regard
 to South Canara in particular
 the Board informed the Collector
 in para 2 of its Props. 15-7-80
 No. 968^P that "no reserved rents
 of thirty pagodas need be de-
 manded". In these circumstances
 and having regard to the doubt
 expressed by the Collector in
 para 11 of his letter to the effect
 that it cannot be clearly held
 that the present lessees have
 contravened

* From Govt 5-9-1834
 No 784 R.D.

7^d Please see in
 marked 2

He
 has

Contravened the letter of their
 leases, it is submitted that
 the Govt. should not think
 of resuming any of the lands
 covered by the leases under
 consideration.

11. The collector is for re-
 suming item 3 (b) for the pur-
 pose of providing residences
 for European officers, while the
 Board would, if its proposal to
 resume all the items is not
 approved, resume at least
 the whole of item 3; but nei-
 ther the Collector nor the Board
 say whether at resumption any
 compensation is to be paid to the
 lessees for the buildings. Appa-
 rently they think that no such
 compensation need be paid.

12. If resumption is not to
 be thought of in respect of any
 of these lands, the question re-
 mains how the leases are to
 be dealt with. The collector
 proposes to grant permanent
 pattas at certain fixed rates
 of quit rent, the rates being
 fixed by him with reference to the
 situation

60
 situation of the lands and the prevailing rates for house-sites. The Board would charge the highest quit-rent of Rs 12 per acre in all cases, and in view of this, it has now cancelled one of its Progs under the authority of which the original quit-rents were subsequently reduced in the case of two of the grants (para 6 of the B.P.). The cancellation appears to be of questionable propriety, and, as between the rates proposed by the collector and the Board, the former appear to be more reasonable. But what if the lessees decline to accept the proposed rates. They have all declined to accept the Rs 12 rate as will be seen from their letters to the Collector forming Enclosures 7-12 to the Collector's report.

The collector's plan is to compel them to accept his terms, by giving them to understand that if they refuse,

- (1) the leases will not be renewed,
- (2)

x The information is also shown in a tabular form in statement marked B appended.

owners of items (1) + (2) state that Govt. has waived its right to the 30 pagodas and the 100 pagodas, and the papers quoted in para. 10 Supra support this statement.

- (2) the lease rates which are expressed in gold coin will be levied according to the present value of that metal,
- (3) the reserved rent of 30 pagodas will also be similarly demanded with interest and so on.

It may well be doubted whether any of these coercive measures can be applied.

14. The proposals of the collector and the Board and the terms asked for by the present holders are as follows:-

Item (1): In this case the lessee agrees to take a permanent patta provided no addition is made to the present rent and to pay — 100 pagodas (Rs 350) as consideration for the change of tenure.

The lease has 9 more years to run.

The extent is 5.76 acres. And the present rent is about Rs 4 per acre.

Collector and the Board propose to charge Rs 12 per acre.

Item (2): In this case also, the lessee makes the same offer as

As in Item no. I. ⁶²
 The lease has 21 years more to run. The extent is 8.01 acres and the present rent is about Rs 5-10-00 per acre.

The Collector and the Board propose to charge Rs 12 per acre.

Items 3(a) + 3(b): The lease has 27 years more to run: the extent is 51.92 acres $\left\{ \begin{array}{l} 3(a)-6.74 \text{ acres} \\ 3(b)-45.18 \text{ acres} \end{array} \right.$ and the present rent is about 11 annas per acre.

In the case of 3(a) the present holder agrees to pay only the taram assessment or at most one rupee per acre.

The Collector proposes to charge Rs 6 per acre while the Board is for resuming the land along with item 3(b).

In the case of item 3(b), the present holder requests that permanent patta may be given on the present rental.

Item (4): The lease has 38 years more to run. The area is 18.23 acres $[4(a) - 10.61 \text{ acres} + 4(b) - 7.62 \text{ acres}]$ and the present rent is about Rs 1-3-00 per acre.

* In the case of item (3) the rent was reduced from Rs 97-13-00 to Rs 36-15-3.

The comr. and the Govt. have commented that the land be resumed at the end of the term and that until then the ~~land~~ quit-rent be levied at the old rate.

the original rent was Rs 59-13-5.

⁶³ In the case of item 4(a) the lessee requests that a permanent patta may be granted at the existing rent; and in the case of item 4(b) the same request is made and alternatively that the Govt. may purchase the buildings and compound for a reasonable price.

The Collector proposes to charge Rs 3 1/2 per acre while the Board would charge Rs 12.

x Disposal of Rs 1204
 29.3.92

15) Cno 8466/92.. This relates to the Madras Town. The Govt. may accept the Collector's suggestion in para 3 of his letter that no change need be made in the existing system under which the 99 years leases are being converted into permanent properties.

In the case of 99 years leases in the Town of Madras, the Govt. has definitely abandoned all intention of to enforce the terminable lease tenure - vide G.O. 24-1-87 No. 76 Rev. N. Iyer in the above remarks. The Collector and Board have

The only question is as to the point
 vent to be worked in future. It
 should be strictly moderate. The
 rate proposed by the (Director & Co
 I am too busy. That would be
 the highest in 1892. 30 Aug/92
 higher to be worked. Hence a minimum
 of 1/2. The ^{first rate} ~~starting~~ ^{rigidly fixed}
 being retained when it tends to
 limit. The points situated in

Lag with the best. - The
 migration was quite westward, the
 2. N. on average - again at the
 same, where it is higher, the
 existing rate, raised a number
 of ~~the~~ Central of the the
 2. N. is found. the the
 present rate is now $4\frac{1}{2}$ N. 12
 was raised to 5 N. if it is
 $4\frac{1}{2}$ a. more, N. 4 the the
 J. H. S.

8/11/93
I agree, but see no effect in the proposed
roundings of the rate. As there are fractions
of an acre in all cases, the total cost
with fine fractions of a value in all cases
notwithstanding the rounded rate. It will
have had to stick to the nearest amount.
His last work which trying to round them
(H. G. Fine)

The Customs & Excise
to deal with in the Relieving
Dy. & the Taxes covered
by the Permission: Consigning
by the Government Dy. The
Letter can of the nature of
Permanent Journals and State
whether the documents can
be altered - July 10/12

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read c. nos: 2871-6403 + 3910/88
491.1316.1397.2877 and 3430 of 1887
From 8/20/12 38

Cy. O. 173 Aug. 1884. 110. 111.

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

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. Government considers that

66
this might be best effected by
granting permanent paltas
to the holders of the properties
according to present occupation
Subject to the payment of
a fixed quitrent of Rs 2 per
acre, all reversionary right
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,
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.
Lowdell and Winterton
or other persons interested
whether a settlement of

14 67
question as above indicated
be acceptable to them

LS
K/S

Board of Rev. of R.
P.C. 50.17-9.

Map No.	No. and date of lease	Original Grantor	Present Holders	Intention & extent of area entered in lease	Percent actual extent	Original and Present extent
14	884 7/18-2-1803	J. B. Rancuchaw	Superior & Co. Lumber Co.	5.89	5.76	23-5-9
15	1456 8/27-2-1815	J. R. Rancuchaw	Superior & Co. Lumber Co.	11.67	8.01	45-5-2
16	1565 8/6-6-1821	W. Sheffield	(a) Mrs. P. Loto	36.95	(a) 6.74	45-5-2
			(b) Wm. M. Coello	(b) 45.18	97-13-11	36-15-3
			(c) Society of Jesus	57.92	59-13-5	
17	2020 8/19-4-1832	J. Vaughan	(a) Mrs. C. V. Loto	22.61	(a) 10.61	21-9-6
			(b) Mrs. C. V. Loto	(b) 7.62	18.23	

80 given as 17 of (a) in the 1st of page 7 of the 1st P.

68
S. H. Rancuchaw

99 Years' leases.

7 additional

11... the 1st of page 7 of the 1st P.

Permit
subject
30/8
Please send proof

For orders

Cnos. 7143 + 8466/92

Re: the Conversion of the
99 years le. leases into
permanent holdings.

Read Cno 7143 of 1892

C. No. 2297 of 1893

G. O. of 28th Mar. 1893, no. 256.

With the Proceedings
read above the Board of Revenue
Submits with its remarks and
recommendations a report from
the Collector of South Canara
regarding properties held in his
district on 99 years leases or
other forms of Govt. grants.

2. With respect to the
properties held on 99 years
leases, the Board will be informed
that the Govt. has no intention
to enforce the terms of the original
grants as regards resumption.
As regards the periodical fines
stipulated in the leases, it will
be seen from the marginally
noted references that the rights
of Govt. have been waived.
The only question that remains
is what rates of quit-rent
should be imposed when these
properties are converted into
permanent holdings. The Govt.
considers that the rates proposed
by

by the collector and the Board are too high and that it is sufficient if the rates fixed in the case of similar properties on the Nilgiris are adopted, namely a quit-rent of Rs 2 per acre except where the existing rent is at a higher rate in which case the latter rate should be adopted as the permanent quit-rent.

3. The grants situated within the Mangalore Cantonment will be dealt with in the Military Department.

4. The cases covered by 'permission certificates' will, as recommended by the Collector and the Board, be left to be dealt with by the Settlement Department.

11/3

Items 1-4 correspond to Sec. I at page 7 of C. No. 7143
 The Board of Rev. (S. R.)
 Military Dept.
 Copy to Mr. of Rev. (S. R.)
 Note

C. No. 7143 & 8466

Re. Lands held on 99 years' leases and other Govt. Grants in S. Canara and Madras.

The Hon. Mr. Gairdner, C.S.I.

The Hon. Sir Henry Stokes, K.C.S.I.

Printed 28/3

"With reference to the grants situated within the Mangalore Cantonment, the Mr. will please inform the Quarter Master General's letter received with the endorsement of the Mil. Dep. of 21st March 1883 No. 1930 that they should be dealt with by the Sec. Dep. The C.M. of S. Canara should accordingly be requested to submit his proposals regarding the grants reported by him and the grants referred to in items 5-7 of the statement annexed to the Quarter Master General's letter.

D. No. 27/2

11/3

Note 76 79

With reference to the
remark of the Hon. Sir Henry
Stokes to the effect that the dis-
posal of the grant stated to be
situated within the Mangalore
Cantonment may be transferred
to the Military Department if
Mangalore is a Military Can-
tonment.

It is presumed that the
Hon. Member had in view the
Judicial G.O. of 3-3-92 no. 413-14,
in para. 5 of which it is stated

"There has been no noti-
fication declaring Mangalore to
be a Cantonment under Act I of
1866, and it is not a Cantonment
under the Cantonments Act 1889."

In para 5 of the letter to
India of 2nd Feb. 1891 no 217 Indcl,
it was requested that the Military
Station of Mangalore should be
constituted a Cantonment and
that request is referred to in the
subsequent letter to India printed
July. 0. of 3-3-92 no. 413

Although no reply appears
to have been received to the letter
to

G.O. of 5-9-'34 no 784-
Para 2 of B.P. read in G.O.
of 23-6-57 no 629
Para 2 of B.P. of 15-7-80
no 968

to India and references (see
Cno 734 of 1893) It would appear
from para 2 of the Quarter-Master
General's letter printed in G.O.
of 2-6-92 No. 3563, that Mangalore
has always been considered
a Cantonment by the military
Authorities.

It is submitted therefore
that para 3 of the draft G.O.
may stand. But before issuing
the G.O. the counter-initials of
the Secretary to the Military
Dept will be requested in order
that, if that Dept. does not
wish to deal with the case, it
may say so.

P.H.
1/2

X. Please see Office Note
from the Military Dept.
in C. No. 2316.

With ref^e to this Office
note and C. No. 2297 it is
submitted that para. 3 of
the draft G.O. in C. No. 7143
may be amended as
shown in the margin
thence
P.H. 27/3

Cno. 7143 of 1892
D. 2297 of 1893
Draft G.O.

Re. lands held on 99 years'
leases and other Govt. grants
in South Canara.

Print
28/10
G. Secy 28 Mar: 1893, No. 256

To the Secretary to Govt., Military Dept.
for favor of counter-initials with
reference to para. 3 of the draft G.O.

78 31

28TH MARCH 1893, No. 256, REVENUE.

GOVERNMENT OF MADRAS.
REVENUE DEPARTMENT.

Read—the following Proceedings of the Board of Revenue (Land Revenue), dated
29th July, 1892, No. 388:—

Read—the following letter from V. A. BRODIE, Esq., Acting Collector of South
Canara, to the Secretary to the Commissioners of Land Revenue, dated
Mangalore, 11th December 1890, No. 4672:—

With reference to Board's memorandum, No. 267, dated the 4th December 1890,
calling upon me to report, in reply to Board's Proceedings, dated 22nd April 1890,
No. 210, on the subject of lands held on 99 years' leases from Government, I have
the honour to state that I have not been able to report hitherto owing to the absence
of some of the grants in my office. For copies of such of the grants as I want I have
applied to the Collector of Madras.

2. The district being unsurveyed, I thought it necessary also to survey what
is now claimed as covered by the leases and to get a map prepared showing the
situation, &c., of the lands in question. This has recently been completed, but I
am now inquiring of the owners as to the terms on which they are prepared to get
their present leases converted into patta properties.

3. I regret that, under the above circumstances, I shall not be able to submit
my reply to the Board's call much before the end of March next, but will report at
the very earliest date I can.

Read—the following letter from V. A. BRODIE, Esq., Acting Collector of South
Canara, to the Secretary to the Commissioners of Land Revenue, dated
Mangalore, 12th March 1891, No. 1020:—

With reference to Board's Proceedings (Land Revenue), of the 22nd April last,
No. 210, I have the honour to enclose a statement (enclosure A), in which are
entered all the properties in this district held on 99 years' leases or other forms of
terminable tenure. The statement shows against each item the number and date
of the lease or other grant, the name of the original grantee, the situation of the
property, its extent now, the present quit-rent thereon, and the name of the present
holder. In the case of plots which have been sub-divided the names of the several
holders and the extent of land held by each is given. I also enclose another
statement (enclosure B) showing the extent according to the deed of each lease-
hold outside cantonments, this area converted into acres, the present extent, the
quit-rent originally fixed in terms of pagodas, fanams, and cash, the old equivalent
in rupees and the quit-rent now levied.

* Sent separately by parcel post.

I forward, herewith, too, a rough map
of Mangalore town and cantonment
in which their position has been
clearly laid down.

2. For the sake of convenience the first statement (enclosure A) has been
divided into four sections:—

Section I.—In this are entered four properties situated within the cantonment
which are held on 50 years' leases.

Section II.—This shows six properties held on 99 years' leases within the
cantonment.

Section III.—In this are shown four properties held on 99 years' leases situated outside the cantonment.

Section IV.—The three properties entered in this section are situated outside cantonment limits and are held on what are termed "permission certificates."

3. With the properties included in Sections I and II of Statement A it does not appear that the revenue authorities have anything to do as they are situated within the cantonment, and so long as they remain within those limits they cannot be alienated in perpetuity on any terms as the rules published at pp. 439 and 440 of the *Fort St. George Gazette* for 1849 apply to them (*vide* also Board's Proceedings, No. 968, dated 15th July 1880). The quit-rent in their case is now being collected by the revenue authorities and a certain amount of control over the use of these lands by the lessees is exercisable by the cantonment authorities.

4. *Section III.*—Of the original grants of these properties only a copy of one—that given to Mr. Thomas Gahagan (item 2)—is forthcoming in my office, and after a long search the Collector of Madras has replied that copies of the other lease-deeds are not forthcoming in his office too. They seem, however, to have been embodied in Board's Proceedings of the 21st December 1882, No. 3196, and so far as I can gather this is not disputed by any of the present lessees. I enclose a copy of the lease granted to Mr. Gahagan (enclosure C) for the Board's information. From inquiries made by my predecessors, Mr. Comyn (1879) and Mr. Wynne, who had all the old treasury accounts examined, it does not appear that the condition that the lessee shall pay Government 30 pagodas on the expiration of every thirty years of the lease has been observed in a single instance.

5. Whether or not the lessees are still liable to pay this reserved rent of 30 pagodas every thirty years is disputed by them, but after the most careful search I have been unable to discover anything exempting them from this liability in the records of my office. Messrs. Alston, Low and Co. say that they have not paid it as the payment was remitted by some Government Order prior to the 16th March 1835, and Mr. Gundu Rao alleges as the reason the fact that this condition and that prescribing a renewal fee of 100 pagodas on the expiration of the lease were omitted in the new rules regarding such grants circulated by the Registrar of Government Grants on the 2nd April 1835. From the history of such tenures in the town of Madras narrated by Mr. Galton in his letter already quoted, embodied in Board's Proceedings, No. 3196, of the 21st December 1882, it seems by no means unlikely indeed that Government in 1835 ordered the omission of this stipulation in future grants, &c., but the condition never seems to have been struck out of these Mangalore grants or fresh grants *minus* this stipulation issued in lieu of the original ones. I imagine, therefore, that they are liable to pay the arrears of this reserved rent unless clear evidence of waiver on the part of Government in respect of the records of the Board or of the Collector of Madras. Non-demand on the part of the Collector is no proof of non-liability, for such a condition is only too likely to have escaped notice for years together. Mr. Comyn, in his letter to the Board of the 9th June 1879, para. 6 (Board's Proceedings, No. 968, dated the 15th July 1880), writes: "But the payment of a special sum at the end of every thirty years does not appear to have been enforced owing probably to the omission of this condition in the rules published by Government in 1849"; but as those rules related solely to such leaseholds situated in cantonments, this cannot have been the case, or if it was the reason, it was not a valid one as regards these leaseholds outside cantonments. In its Proceedings on this letter the Board are silent on the point, merely saying (para. 2) that this reserved rent need not be demanded.

6. These special grants in this district seem to have been given on exceptionally favorable terms and to have been made solely to enable European officers of Government serving in Canara to provide themselves with suitable house-accommodation (all the grantees in Statement A but one seem to have been European officers). It appears also to have been the intention of Government that the grant lands should continue to be utilized for this purpose only, for in every instance it was stipulated that the bungalow already erected or to be built should be maintained in good

order with a view no doubt to its being available as a residence to the successors in the service of Government of the grantee, failure to maintain the building in good repair rendering the lease void and giving Government the right of re-entry. It never was intended that they should be a source of profit to the grantees or put to other and more profitable uses than the erection and upkeep of European residences, but the chief solicitude of Government appears on the contrary to have been that the grantees should utilize them solely for residential purposes and that they should always continue throughout the period of the lease to be devoted to this purpose. Within cantonments the military authorities directly under the deeds or indirectly have sufficient control over the grantees to prevent their putting their leaseholds to other uses, but whether the terms of the deeds in the case of these outside grants are sufficiently explicit to enable Government to enforce now what was its obvious intention at the time of the grant is a legal question not easy to decide. How the intention of Government regarding the utilization of these leaseholds has been respected will be noted hereafter in the case of each item.

7. In being granted solely with a view to securing house-accommodation for the European servants of Government in the district these leases appear to have differed materially from those granted in the town of Madras as far as I can judge from the history of the latter given by Mr. Galton, and in all cases the land so given was at the time the absolute property of Government. The rate of quit-rent too seems to have been lower than the prevailing rate in the case of grants for building purposes to natives, which has now for years been Rs. 12 per acre in the town of Mangalore, and must even when these grants were made have been much higher than the rate of quit-rent reserved in them. Low as it was comparatively, it has since been reduced in some instances on the representations of successors of the original grantees (*vide* Statement B), and in every instance the present quit-rent is absurdly low in comparison with what "nēl terige" holders are paying, and paying without demur, in respect of much worse-situated lands. This is not to be wondered at as the grantees were the servants of the grantors and the intention of the latter was not that these leaseholds should be broken up and covered with shops, &c., for purposes of profit, but remain the compounds and sites of European residences, which are not usually very profitable properties.

8. In making proposals for the conversion of these leaseholds, &c., into permanent properties I have taken into consideration the fact that the prevailing rate of "quit-rent" (nēl terige) for building-sites within the town of Mangalore is and has long been Rs. 12 per acre for the general rate of Rs. 10 per acre prescribed by Government in 1871 (*vide* Board's Proceedings, dated 9th October 1871, No. 4324) has never been considered to have superseded the "quit-rent" rates peculiar to Canara, viz., Rs. 12 per acre in the chief towns and Rs. 6 elsewhere [*vide* this office letter, No. 102, dated 18th January 1871, read in Board's Proceedings, No. 3655, dated 24th August 1871, and Mr. Sturrock's note, Board's Proceedings, dated 18th December 1888, No. 719 (Revenue Settlement), page 19].

9. Dealing *seriatim* with each of the four properties included in this section, we find that item No. 1 granted to Mr. J. G. Ravenshaw by lease-deed No. 884, dated the 18th February 1803, is now in the possession and occupation of Messrs. Alston, Low and Co. It is now the site of their extensive coffee-curing works and contains no residence for an European used as such. The old main bungalow once used as a mess-house has been converted into a coffee store, and the only bungalow is a small one occupied by a Native Christian employé (store superintendent). It is not a suitable residence for an European. In the accompanying map it is No. 14, and for business purposes it is very well situated. Were it waste now it could be sold free of all conditions except the payment of an annual quit-rent of Rs. 12 per acre for a very handsome sum. There are only eleven years more of the lease to run, and on its expiry not only would it, in the ordinary course of events, be charged Rs. 12 per acre, but the lessees might well be called upon to pay a heavy fine or premium besides. The present quit-rent is Rs. 23-5-9, or almost exactly Rs. 4 per acre.

10. Item No. 2 is the leasehold granted by deed No. 1456, dated the 27th February 1815, of which I enclose a copy (enclosure C), to Mr. Thomas Gahagan

and now in the possession of Mr. Gundu Rau. As it adjoins the sea-custom house it is one of the most valuable business blocks in the whole town. Mr. Gundu Rau has a fine house in it on the site of the original bungalow, but the house and its compound are but a small fragment of the whole (less than two acres) and the remainder is built over with shops, warehouses, and native dwellings let out to hire, which, by reason of their excellent situation, are in great demand. So far as situation goes it is considerably more valuable than item No. 1, but there are 23 years more of the lease to run. If waste and now sold subject to a quit-rent of Rs. 12 per acre it would fetch at least Rs. 10,000. The annual quit-rent reserved is Rs. 45-5-2 or slightly over Rs. 5 per acre. In the accompanying map it is No. 15. Mr. Gundu Rau's dwelling is so shut in with buildings and cocoanut trees that it is not at all a suitable residence for an European.

11. Both these lessees not being apparently very sure of their ground make the same offer, viz., they will pay 100 pagodas down now to be given a permanent tenure at the present rate of quit-rent and explain, in the one case, that at compound interest at 5 per cent. this payment will, on the expiration of the lease, with the interest added to the present quit-rent, represent an assessment of over Rs. 12 per cawny against the present quit-rent of Rs. 5½, and, in the other, that it would represent over Rs. 11½ per cawny. I would accept neither offer, but offer them a permanent tenure at the fixed and established rate paid by natives generally for land far worse-situated for business purposes, viz., Rs. 12 per acre, allowing them to retain their 100 pagodas in their own pockets. Though the lease in the case of item No. 2 has 12 more years to run, I would treat both alike because the present quit-rent is somewhat higher and No. 2 by reason of its situation is intrinsically the more valuable by a great deal. I do not think they have any cause to complain at this because it was never the object or intention of Government when these leases were given upon extra favorable terms that the land should be utilised for coffee-curing works in the one case, and covered with shops, warehouses, and native dwellings let out to hire in the other. This is obvious from the deeds, and it is an open question whether Government has not the right to declare these leases ended on account of misapplication and on the ground that had they been applied for for the purposes to which they are now put and not for residences for the grantees these lands would have been charged a higher quit-rent. If it be held that the present lessees have not contravened the letter of their leases, their use of these lands now is clearly at variance with their spirit, so that they are deserving of no consideration, and if they do not accept the terms offered willingly, I would recommend that pressure be put upon them to compel them to do so by giving them distinctly to understand that their leases will not be renewed, and coming down on them for the arrears of 30 pagodas every 30 years with interest on the ground that the cancellation of this condition has never been noted in their lease-deeds and was never intended to apply to cases in which the leaseholds were put to very profitable uses opposed to the spirit of the original grant. Government too seems to be entitled to payment of both quit-rent and fines in gold and the pagoda is worth a great deal more now (Rs. 5 and odd) than it was when these rupee quit-rents were fixed (Rs. 3-8-0). By holding them to the strict letter of their lease-deeds both would have to pay considerably more between the present date and the expiration of their leases than Rs. 12 per acre as, at simple interest at 6 per cent., Messrs. Alston, Low and Co. now owe 214½ pagodas as fine and Mr. Gundu Rau 169½, and both will have to pay 30 pagodas more before the expiration of their leases, when they cannot even hope to have them renewed at a less rate than Rs. 12 per acre plus a penalty of 100 pagodas. If they say a strict construction of their leases saves them from being declared void for misapplication it is surely not unjust on the part of Government to construe and enforce these leases as strictly and literally in its own favour.

12. Item No. 3.—This leasehold, of which the present extent is nearly 52 acres, was given by grant No. 1565, dated 6th June 1821, to Mr. W. Sheffield, then Judge or Collector of Canara, subject to an annual quit-rent of 27 pagodas 42 fanams 50 cash, reduced subsequently on the pretext, by some successor, that it was excessive, so that now the absurdly low quit-rent of only Rs. 36-15-3 is paid. It is No. 16 on

the map. The blocks marked H and G were many years ago sold separately from the rest contrary to the spirit if not the terms of the grant and are now the property of one Pascoal Lobo, who has erected several native residences thereon.

Were this block of acres 6 cents 74 Government waste now it would be charged "nel terige" or quit-rent at the rate of Rs. 12 per acre upon application, for although it is far from the business centre of the town it is very suitable for building purposes and well off as regards roads. As the alienation of this block appears to have been altogether contrary to the terms of the original lease it is a question whether Government cannot resume it, but this would perhaps be a harsh measure. I recommend, as it is a somewhat detached piece of the block, that Mr. Lobo be offered a permanent patta at the rate of Rs. 6 per acre in consideration of the fact that the lease has still 29 years to run. If he will not consent to this, I propose to enforce the original terms of the lease literally and strictly (for although the lessee of the whole block when it had only one house in it might complain with some reason of the quit-rent as excessive, this cannot be said of this portion of the block now) and treat this piece ultimately like the rest of the block.

13. The remainder and much the largest portion of the block, 45 acres 18 cents, now belongs to Mrs. M. M. Coelho, and contains what has for many years been the Collector's bungalow and a smaller bungalow which seems to have been originally an adjunct of it, but is now separately rented out to the District Engineer (Local Funds) as a residence and office. The rent of these two bungalows together comes to Rs. 185 per mensem and from the trees in the compound and for permission to graze cattle in it Mrs. Coelho, to my knowledge, realizes over Rs. 80 per annum, besides. For the bungalows, therefore, she really pays no quit-rent at all as she realizes treble the quit-rent from the compound alone without either trouble or expense.

Mrs. Coelho has certainly observed both the letter and the spirit of the grant, so I would not press for arrears of the 30 pagodas every thirty years in any case, but I think the preferable course is to allow the lease to lapse, even though there are still 29 years to run, and then resume it, for it appears to be more seemly that the Collector should be the tenant of Government than of a private individual, and the present rents would give Government a very handsome return upon the value of the buildings. The land is, moreover, very extensive and very favorably situated for the erection of additional European residences or public offices. I certainly think, therefore, that Government should re-acquire it by lapse as land is daily becoming more scarce and valuable in the town. Whatever then happens Government will be the holder of ample land to provide residences for its own officers who can procure none, and I may here mention that bungalow accommodation is already extremely difficult to get outside the cantonment, and few of the bungalows within the cantonment are well off with regard to ventilation, &c. If Government acquires the land there is also no danger of a lot of small tenements growing up within it along the road frontage, and this certainly will happen sooner or later if the land is given away on a permanent tenure, and would probably have happened already had any one but the Collector been the tenant. At the same time the present reduced quit-rent is absurdly low and cannot be said to be a quit-rent upon the bungalows at all, for Mrs. Coelho gets far more for the natural produce of the compound, which, contrary to the usual custom, she keeps in her own hands and does not allow to pass to her tenants with the bungalows. As the reasons which led one of the early lessees to complain of the rent as excessive—the two bungalows must then have been let together and little or nothing could then be got for grazing cattle and collecting fallen leaves for manure, &c., in the compound—do not exist now, I request permission to levy in future the old rate of quit-rent subject to which the lease was granted (no portion of it will come out of Mrs. Coelho's bungalow rents) until the land reverts to Government upon the expiration of the lease. In any case the present quit-rent is inadequate, for careful measurement shows that even Re. 1 per acre, to which the quit-rent was reduced on the authority of Board's Proceedings of the 13th July 1860, No. 3213, is not now being levied and I cannot understand how reduction was then recommended and allowed after a higher rate had not only been originally agreed upon but had long been paid without demur. The taram assessment was clearly never the

basis of the original quit-rent nor should it be of quit-rents in rising towns like Mangalore in which lands suitable for building purposes are scarce and command high prices even at a high rate of assessment.

14. *Item 4.*—The last leasehold in this section was granted on the 19th April 1832 to Mr. John Vaughan (Zillah Judge) on an annual quit-rent of Rs. 59-13-5 reduced on the authority of the above-quoted Board's Proceedings of 1860 to the present rate of very little over Re. 1 per acre. (The extent given in the original lease seems to have been adopted in making the reduction.) This block is No. 17 on the map and is that part of the light-house hill on which stand the St. Aloysius' College and the bungalows of the District Judge and Dr. Lee. As the block is somewhat out of the way and composed of part of the top and precipitous slopes of a high hill there seems to be no chance of its ever being utilised for other purposes than it is at present. There are also 40 more years of the lease to run. Under these circumstances and considering that it is not necessary to secure the reversionary right of Government if the leasehold is to be converted into a perpetual holding, Government must be prepared to accept a somewhat low rate. I cannot, as I have already stated, understand why the quit-rent was reduced in 1860, but if it was high then, the original rate cannot be said to be high now: the large block of buildings forming the St. Aloysius' College has since been erected on the part that was then waste. This old rate of quit-rent, which must certainly be reverted to, exceeds Rs. 3 per acre and something may be said to be due on account of fines under the original grant. The offer of a permanent tenure at Rs. 3-8-0 per acre per annum may, therefore, be very fairly made and the lessees made to accept it on pain of the strict and literal enforcement of the original grant, which would result in their having to pay more. Whether we consider the value of the buildings on the land or the prevailing rates of quit-rent in Mangalore, this rate is extremely moderate.

15. None of these rates should be subject to revision at any rate not to enhancement (unlikely in any case) at the revision of the land assessment now in contemplation, but they will, of course, be subject to all subsequent revisions. This does not affect any of them though really, for before any second revision takes place even the last grant, if allowed to continue, will have fallen in.

16. *Section IV.*—I enclose a copy of a permission certificate (enclosure D) which the Board will see is in all respects the same as an ordinary Canara land patta which the Bombay courts have held Government is at liberty to revise. It is open, therefore, to Government to revise these leases at once, but as they do not appear to be terminable leases already and revision of the land assessment at an early date is in contemplation, I would suggest as the best course that these cases should lie over for disposal by the Settlement Department in due course though, considering the fact that these lands are in the town of Mangalore and not only suitable for building purposes but actually built upon, the present rates of quit-rent are ridiculously low. Item No. 1 (No. 18 on the map) is now the site of a private dwelling, whilst items 2 and 3 (Nos. 19 and 20 on the map) together form the compound of the bungalow of the District Superintendent of Police, which is situated in No. 20, the two being connected by a bridge over a road which lies between them. A low assessment appears to have been fixed in the case of these lands partly because the assessment was not for a term of years but subject to revision at any time upon a resettlement of the district.

17. I enclose copies of the several replies received by me from the several lessees of properties included in Section III of Form A and a statement (enclosure E) showing my proposals in respect of each item in Sections III and IV. With regard to Mr. Gundu Rau's statement that the site of the mission shop was lately given to the Basel Mission at a quit-rent of Rs. 6 per acre, I have to say that that case has nothing in common with his as that land was private (warg) land, not Government property. It was a tirwalli warg, i.e., a warg held subject to revision of assessment upon improvement. In 1886 Mr. Sturrock converted it into a mūli warg fixing the assessment upon the whole—built upon and cultivated—at Rs. 6 per acre, which assessment is, of course, subject to revision at the settlement now in contemplation.

ENCLOSURE A.

Consecutive number.	Sketch number.	Number and date of the lease or other grant.	Name of the original grantee or certificate holder.	Name of the present holder.	Situation of the property.	Extent of the property as now measured.	The present quit-rent thereon.	Remarks.
1	2	3	4	5	6	7	8	9
SECTION I.								
1	2	61, 29th July 1839	Assistant Surgeon J. Hichens.	Mr. George May	In the cantonment of Mangalore.	5	3	Both the leases lapsed in 1889. The two plots have now been amalgamated into one block.
2	1	64, 11th Nov. 1839	Captain W. Beaumont	Mr. N. Gundu Rau		85	8	
3	3	136, 19th Dec. 1848	Nowrojee Jamsctjee	Mr. Lawrence J. Saldanha		2	3	
4	8	131, 19th Dec. 1848	Mangalore Vias Rau			47	4	
SECTION II.								
5	3	1514, 1st Aug. 1818 ^{re} renewed on 11th May 1874.	Mrs. Elizabeth Coelho	Mrs. Mary Magdalen Coelho.		4	18	
6	4	1558, 15th Aug. 1820	Mr. James Hazelwood	Mr. T. Kantappa		2	69	
7	5	1487, 16th Dec. 1816	Lieut.-Col. Alexander Grant	Mr. Camil Coelho and his sisters jointly with Narsaya Shanbag.	In the cantonment of Mangalore.	4	90	
8	6	1252, 3rd June 1808	Lieutenant-Colonel W. Ogg	Sister Mary des Anges, Superi-ores of St. Anne's Convent.		5	66	
9	7	1258, 6th July 1803	Mr. Robert Abercromby	Amecroodidin Sahib		2	68	
10	9	1663, 1st July 1824	Lieutenant J. F. James	Bishop Pagani		2	26	
SECTION III.								
11	14	1834, 18th Feb. 1803	Mr. J. G. Ravenshaw	Messrs. Alstern, Low and Co.	In the town of Mangalore outside the cantonment.	5	76	
12	15	1458, 27th Feb. 1815	Mr. Thomas Galagan	Mr. N. Gundu Rau		8	1	
13	16	1565, 6th June 1821	Mr. W. Sheffield	(a) Mrs. Mary Magdalen Coelho (b) Mr. Pascoal Lobo		45	18	
					Total ..	51	92	
14	17	23, 19th April 1832	Mr. John Vaughan	(a) The Society of Jesus (b) Mr. C. V. Lobo	In the town of Mangalore outside the cantonment.	10	61	
					Total ..	7	62	
						18	23	
SECTION IV.								
15	18	45, 16th June 1852	Mr. Charles Frederic Chamier.	Basel. Evangelical Mission Society.	In the town of Mangalore outside the cantonment.	0	62	
16	19	42, 6th April 1852	Messrs. Morgan Charles Chase and Duncan Proby	Mrs. Curran		8	26	
17	20	43, 5th April 1852	Mackenzie.			6	64	

(Signed) V. A. BRODIE,
Acting Collector.

85

ENCLOSURE B.

Consecutive number in enclosure A.	Map number.	Number and date of the lease or other grant.	Extent of the property as specified in the lease or other grant.	Extent shown in column 4 converted into acres and cents.	Extent of the property as now measured in acres and cents.	The quit-rent originally fixed in terms of pagodas, fanams, and cash.	The old equivalent in rupees of the quit-rent shown in column 7.	The quit-rent now levied.
1	2	3	4	5	6	7	8	9
			CS. GS. SQ. FT.	ACS. CTS.	ACS. CTS.	PAG. PAN. CASH.	RS. A. P.	RS. A. P.
SECTION III. OF ENCLOSURE A.								
11	14	684, 18th Feb. 1803.	4 10 2,043	5 89	5 76	6 60 23	23 5 9	23 5 9
12	15	1456, 27th Feb. 1815.	8 19 1,854	11 67	8 1	13 10 43	45 5 2	45 5 2
13	16	1563, 6th June 1821.	27 22 1,728	36 95	61 92	27 42 50	27 13 0	36 15 3
14	17	22, 19th April 1832.	17 2 793	22 61	13 23	59 13 5	59 13 5	21 9 6
SECTION IV. OF ENCLOSURE A.								
15	18	45, 16th June 1852.	0 6 339	0 34	0 52	0 5 6	0 5 6	0 5 6
16	19	42, 5th April 1852 ..	4 19 607	6 35	0 26	6 5 7	6 5 7	6 5 7
17	20	43, 5th " " "	4 21 1,002	6 47	6 64	6 7 6	6 7 6	6 7 6

REMARKS.—The number of fanams to the pagoda varied from time to time as the fanam was silver and the pagoda a gold coin. A fanam contained 80 cash and in 1856 in official transactions 36 fanams were taken to be equal to a pagoda although in the open market the pagoda was then worth 40 to 42 fanams. When the earliest of these grants was made the pagoda seems to have been worth over 60 fanams. The value of the pagoda was taken at Rs. 3-8-0 when these assessments were fixed in rupees in 1859 (29th January, fashi 1268) by Mr. Fisher. This valuation seems to have been below the real value of the pagoda then and is certainly much below its valuation now (now the value varies from Rs. 6 to Rs. 6 according to exchange, its weight being 2 dwts. 4 gra. or about $\frac{1}{4}$ of a sovereign).

SOUTH CANARA COLLECTOR'S OFFICE,
Mangalore, 12th March 1891.

(Signed) V. A. BRODIE,
Acting Collector.

ENCLOSURE C.

No. 1456.

Revenue Department.

This indenture made the twenty-seventh day of February in the year of our Lord one thousand eight hundred fifteen between the United Company of Merchants of England trading to the East Indies on the one part and Mr. Thomas Gahagan of Madras on the other part, witnesseth, that the said United Company for and in consideration of the costs and charges which the said Mr. Thomas Gahagan hath already been and shall be at in building and finishing a brick messuage or tenement, on the ground hereunder leased, and in making other improvement and in consideration of the sum of five pagodas, current money of Fort St. George, to him paid by the said Mr. Thomas Gahagan for the use of the said United Company at or before the sealing and delivery of these presents, and also for and in consideration of the further sums, yearly and other rents and the covenants provisoes and agreements hereinafter reserved and contained, on the part and behalf of the said Mr. Thomas Gahagan, his heirs, executors, administrators or assigns, to be paid, done and performed; have demised, leased, let and to farm letten and by these presents do demise, lease, let and to farm let, unto the said Mr. Thomas Gahagan, his executors, administrators, and assigns, all that piece or parcel of ground, situated and lying east of the custom-house at Mangalore, bounded on the north by a high road leading from the zillah court to the town, on the south by the flag-staff and Kithenny Castle, on the east by the esplanade, and on the west by a large tope, Mangalore river, and the sea and of the form and dimension expressed in the annexed drawing containing in the whole superficial square feet 508,254 or 8 cawnies 19 grounds and 1,854 square feet.

To have and to hold the said piece or parcel of ground, together with all benefits and advantages, arising or to arise thereby, unto the said Mr. Thomas Gahagan his heirs, executors, administrators, and assigns, from the day or the date hereof until the full end and term of ninety-nine years from thence next ensuing, and fully to be completed and ended; yielding and paying therefor yearly and every year unto the said United Company, their successors and assigns, the rent of pagodas 13-10-48 on the 27th day of February in every year, if the same be lawfully demanded, and yielding and paying therefor at the end and expiration of every thirty years of the term hereby leased unto the said United Company, their successors and assigns, the and just sum of 30 pagodas current money of Fort St. George and the said Mr. Thomas Gahagan doth hereby for himself, his heirs, executors, administrators or assigns, covenant and promise to, and with the said United Company, their successors and assigns, in the manner and form following:

86

89

that is to say, that he the said Mr. Thomas Gahagan, his heirs, executors, administrators, or assigns shall and will truly pay or cause to be paid unto the said United Company, their successors and assigns, the said yearly rent, and sums hereby reserved, at the times, and in the manner and form aforesaid, according to the reservation thereof, for and during the term hereby demised: and further that the said Mr. Thomas Gahagan, his heirs, executors, administrators, or assigns shall and will, at his and their own proper costs and charges, well and sufficiently finish the said intended messuage, or tenement, and the same being so finished, shall at his or their own proper costs and charges well and sufficiently uphold, support, sustain, maintain, and amend, the same from time to time, and at all times during the said term. And further that he the said Mr. Thomas Gahagan, his heirs, executors, administrators, and assigns, shall not, nor will, at any time during the term hereby demised, assign or set over this indenture of lease, or grant a lease of the premises hereby demised, or any part thereof, to any person or persons, whomsoever, who shall not be under the license and protection of the said United Company, nor shall at any time during the term hereby demised, do, or willingly cause or suffer any act or thing to be done, in and upon the said demised premises, or any part thereof, which may grow to the annoyance, grievance, or damage of the said United Company, their tenants or the inhabitants, or their bounds; provided always, that if the said Mr. Thomas Gahagan, his heirs, executors, administrators, or assigns, shall at any time or times, during the term of the demise, fail in the performance of all or any of the covenants and agreements, which on the part and behalf of the said Mr. Thomas Gahagan, his heirs, executors, administrators, or assigns, are, or ought to be done and performed, that then it shall and may be lawful to, and for the said United Company, their successors and assigns, into and upon the said hereby demised premises or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy, as if this lease had never been made, anything herein contained to the contrary thereof in any ways notwithstanding; and the said United Company do hereby promise, covenant, and agree to, and with the said Mr. Thomas Gahagan, his heirs, executors, administrators, and assigns in manner and form following that is to say that the said Mr. Thomas Gahagan, his heirs, executors, administrators, or assigns paying the said yearly rent and sums reserved, and performing the covenants hereinbefore contained which on his and their part and behalf, are, or ought to be paid, performed and kept, shall and may from time to time, and at all times hereafter for and during the term of this demise peaceably and quietly have, hold, use, occupy, possess, and enjoy the said piece or parcel of ground with the appurtenances without the lawful let, suit, trouble, ejection or disturbance of the said United Company, or any person or persons whatsoever, lawfully claiming or to claim, from, or under them, and also that he the said Mr. Thomas Gahagan, his heirs, executors, administrators or assigns, fulfilling the covenants and agreements, hereinbefore contained and on his part to be performed and yielding and paying at the end and expiration of the aforesaid term of ninety-nine years, unto the said United Company, their successors or assigns, the full and just sum of one hundred pagodas, current money of Fort St. George, then this lease shall and may be renewed for a further term of ninety-nine years, upon such terms and conditions as shall be judged reasonable. In witness whereof Francis White Ellis, Esq., as Collector of Madras and Registrar of Grants for and on behalf of the said United Company, acting under due authority delegated to him by the Honorable the Governor in Council of Fort St. George, hath set his hand and caused the seal of the said United Company to be hereunto affixed, in Fort St. George, aforesaid, the day and year first above written.

Registered in the Cutcherry at Madras.

(Signed) F. W. ELLIS,
Collector and Registrar of Grants.

(Signed) ALLAGASENGARI NAIDOO,
Registrar.

ENCLOSURE D.

This is to certify that Mr. Charles Frederick Chamier has been permitted by the Governor in Council of Fort St. George to occupy that piece or parcel of ground, measuring six grounds and three hundred and eighty-nine square feet, situated and lying without the town of Mangalore bounded on the north-west by a small nullah, on the south-east by the road leading to the flagstaff and on the south-west by the estate registered in the name of Phulneer Jose to have and to hold the said piece or parcel of ground with all benefits and advantages arising or to arise therefrom unto the said Mr. Charles Frederick Chamier, his heirs, executors, administrators, and assigns, paying for the same yearly and every year, on demand, to the Collector of Canara the annual sum of (As. 5 Pies 6) annas five and pies six as the Government assessment on the said ground.

In witness whereof Arthur Hall, Esq., as the Sub-Collector in charge of the Collectorate of Canara, acting under due authority delegated to him by the Governor in Council of Fort St. George hath hereunto set his hand and official seal at Mangalore this 12th day of May A.D. 1852.

(Signed) A. HALL,
Sub-Collector in charge.

Registered in the office of the Register of Government Grants at Madras this 16th June 1852 as No. 45.

Exd.

(Signed) J. A. HUDLESTON,
Collector and Register of Government Grants.

(Signed) P. VURDARAZOOLLOO,
Registrar.

ENCLOSURE E.

Consecutive number in enclosure A.	Map number.	Number and date of the lease or other grant.	Extent of the property as now measured in acres and cents.	The quit-rent now levied.	Proposals.
1	2	3	4	5	6

SECTION III. OF ENCLOSURE A.

11	14	884, 18th Feb. 1803.	ACRES. CENTS.	Rs. A. P.	<p>* For the reasons stated in paras. 9, 10 and 11 of the letter, both these properties should be treated alike for purposes of assessment and permanent tenure; patta may be offered to their holders at the fixed and established rate paid by natives generally for land for building purposes in Mangalore town (often far worse-situated for business purposes), viz., Rs. 12 per acre, and if they do not accept the terms offered willingly pressure may be put on them to compel them to do so by giving them distinctly to understand that their leases will not be renewed and coming down on them for the payment in gold of the original pagoda quit-rent and also of the arrears of 30 pagodas every 30 years with interest on the ground that the cancellation of this condition has never been noted in their lease-deeds and was never intended to apply to cases in which the leaseholds were put to very profitable uses opposed to the spirit of the original grants.</p> <p>(a) This block is referred to in para. 12 of the letter. Although some distance from the business centre of the town and a somewhat detached piece of the whole of this grant property, it is very suitable for building purposes and the holder may be offered, under the circumstances, a permanent patta at the rate of Rs. 6 per acre in consideration of the fact that the lease has still 29 years to run. If the holder will not consent to this, this piece may be treated like the rest of this property except that the rate of quit-rent will be enforced strictly in all details as in the last two cases.</p> <p>(b) For the reasons stated in para. 13 of the letter, the preferable course seems to be to allow the lease to lapse even though there are still 29 years to run, and then re-assess it. The present quit-rent is inadequate, for careful measurement shows that even the 1/2 acre rate to which the properties, reduced on the authority of Board's Proceedings dated 14th May 1860, No. 213, is now now levied, is not sufficient to cover the cost of the land to levy in 1860 the old rate of quit-rent of 1/2 rupees in 1860, and the last year of Government's term the quit-rent in 1860 would not have been the quit-rent in 1860 demand arrears of 30 pagodas every 30 years in this case.</p> <p>Under the circumstances detailed in para. 14 of the letter, the offer of a permanent patta at Rs. 3-8-0 per acre per annum may very fairly be made and the present holder made to accept it on pain of the strict and literal enforcement of the original grant which would result in their having to pay more. Whether we consider the value of the buildings on the land or the prevailing rates of quit-rent in Mangalore this rate is exceedingly moderate.</p>
12	15	1456, 27th Feb. 1815.	6 76 (a) 6 (b) 45	23 5 9 45 5 2	
13	16	1665, 6th June 1821.	51 92	35 15 3	
14	17	22, 19th Apr. 1832.	18 23	21 9 6	

ENCLOSURE E—cont.

Consecutive number in enclosure A.	Map number.	Number and date of the lease or other grant.	Extent of the property as now measured in acres and cents.	The quit-rent now levied.	Proposals.
1	2	3	4	5	6

SECTION IV. OF ENCLOSURE A.

15	18	45, 16th June 1852.	52	0 5 6	<p>* The permission certificates under which these properties are held appear to be ordinary Canara land pattas which the Bombay courts have held Government is at liberty to revise. Government can therefore revise these leases at once, but as they do not appear to be terminable leases already and revision of the land assessment at an early date is in contemplation, the best course seems to be to allow these cases to lie over for disposal by the Settlement Department in due course, though considering the fact that these lands are in the town of Mangalore and not only suitable for building purposes but actually built upon the present rates of quit-rent are ridiculously low.</p>
16	19	42, 5th Apr. "	26	6 5 7	
17	20	43, 5th " "	64	6 7 6	

SOUTH CANARA COLLECTOR'S OFFICE,
Mangalore, 12th March 1891.

(Signed) V. A. BRODIE,
Acting Collector.

ENCLOSURE No. 7.

From Messrs. ALSTON, LOW and CO., to the Collector of South Canara, dated Mangalore, 15th January 1891, No. 720.

Referring to your letter, dated 14th ultimo, No. 4758, we have the honour to state that, although there is a period of about twelve years more for the expiry of the term of the lease alluded to in the above letter, we have no objection, if Government desires to grant patta, to receive the same, provided no addition is made in the amount of quit-rent now annually paid, viz., Rs. 23-5-2; we, on the other hand, in consideration of the change of the tenure, promise to pay 100 pagodas to Government.

The investment of the above 100 pagodas will amount at 5 per cent. at the end of next eleven years to Rs. 628-8-4 at compound interest. This sum will thenceforward bring to Government Rs. 31-6-9 annually; and this together with the present quit-rent Rs. 23-5-2, amounting to Rs. 54-11-11, will from and after the expiry of the term of the present lease be the assessment, and this comes to more than Rs. 12 per cawny, while the present rate is only Rs. 5 1/2 per cawny.

As regards your remark that there has been a failure to make payment to Government of the special sum stipulated to be paid at the end of every thirty years, we beg to state that we understand Government some time before the grant rules (16th March 1835) now in force were framed, withdrew their claim to the above sum as well as to the 100 pagodas stipulated to be paid in case of renewal of the lease after ninety-nine years and directed Collectors not to demand or collect the same and subsequently omitted these conditions in the new rules. Hence it may be seen that there was no omission either in our part or in that of our predecessors, in this matter.

ENCLOSURE No. 8.

From M.R.Ry. N. GUNDU RAU, to the Acting Collector of South Canara, dated Mangalore, 17th January 1891.

In reply to your letter, No. 4758, dated 14th December last, I beg to state as follows:—
The extent and the annual quit-rent of the land referred to in the above letter and now held by me on ninety-nine years' lease dated 27th February 1815, are cawnies 8-19-1, 854 s. ft. and Rs. 46-5-2 respectively. The rate of the quit-rent is Rs. 5 1/2 (1 1/2 pagodas) per cawny. Though Government may enforce patta on the expiry of the term of the present lease, the land is not expected to bear an assessment more than Rs. 6 per acre at the most, and at this rate Mr. E. Brennen's property adjacent to the land in question and now held by the German Mission has been lately assessed.

From the date of the lease it may be seen that I am to hold the property for almost a quarter of a century longer without paying anything more than the aforementioned amount of quit-rent, and it seems to me inadvisable that I should, for your issuing the patta, undertake from the present time to pay an assessment of a rate higher than that of the present quit-rent without any corresponding pecuniary advantage to me. I beg, however, to offer, in consideration of the proposed change of the nature of the tenure, to pay to Government, in addition to the present amount of annual quit-rent, a sum of 100 pagodas (Rs. 350) which, although stipulated in the lease to be paid to Government if the lease is renewed, has been already remitted by Government as will be shown further on.

I have given my best consideration to the subject, and I do not see my way to propose terms other than the above which might be regarded fair to both parties. The investment of the 100 pagodas I offer to pay will at the end of next twenty-three years amount at 5 per cent. to Rs. 1,128-10-4 at compound interest, which will thenceforward bring to Government at the above rate Rs. 56-6-11 annually. This sum, together with present quit-rent, amounts to Rs. 102-12-1 which would give more than Rs. 11½ per cawny, an assessment which if assessed in the ordinary way the land can hardly be able to bear.

In conclusion I beg to state that Government appears to have some time before the grant rules now in force were framed withdrawn their claim to the sums stipulated in the lease to be paid whether at the end of every thirty years or on renewal of the lease after ninety-nine years and to have omitted these conditions in the new rules (circulated by the Register of Government Grants, 2nd April 1835). Hence there was neither demand on the part of Government nor omission on the part of the lessee in the matter.

ENCLOSURE No. 9.

From Mrs. M. M. COELHO, to the Collector of South Canara, dated Mangalore, 5th Feb. 1891.

With reference to your circular letter No. 4758, I regret to state that I was unable to reply earlier for want of some information and I hope you will kindly excuse me the delay.

I beg to submit that, considering all the circumstances, it will be a dead loss to me to consent to pay a higher assessment on the ground referred to in the letter.

The ground is a hilly waste at a distance from the centre of the town, which seems to have been given to the first occupier on the present terms for raising buildings for European gentlemen according to European style. So the present buildings are chiefly intended for European gentlemen. The chief or rather the only source of income is the rent of the two bungalows on which enormous sums of moneys have been originally laid out and again large sums subsequently spent from time to time for repairs, changes, additions, &c. Further, of the two bungalows, the smaller does not get ready and permanent occupants (perhaps from its vicinity to the bigger one) and has been consequently lying vacant for years and years together with a little exception. The rents now levied were no doubt fixed long ago but it is itself high (considering the circumstances of this town and that the water well is at a distance from the bungalows and causes additional cost to the occupants) and cannot be increased at all. On the other hand the rent of the smaller bungalow has been greatly reduced to secure occupants. Moreover, the cost of labour and materials for the changes and repairs has increased and there is no chance of its decrease. As the bungalows are meant for European gentlemen, who generally like to have large compounds unoccupied and on which account also the present rents are paid and will be continued to be paid, the compound cannot be utilized for raising other buildings. If other houses should be built in the vicinity, the present bungalows may not be occupied thereafter, and I fear it would end in a great loss to me, and I affirm that on this account no attempt was made to erect any sort of building in the vicinity of the existing buildings.

Taking account of the sums invested I submit that the income hardly brings a 4 per cent. interest for my investment.

Further, the Government seems to move from time to time for a transfer of the military station from here to other parts; if so, the difficulty of getting occupants of the present buildings would be greatly enhanced, especially as they have been meant for European gentlemen and built after European style; it would be impossible that any native gentleman would occupy them even if he could afford to pay the monthly rent of Rs. 125.

From the nature of the soil and the difficulty of getting water, it would be impossible to turn the hill to cultivation by abandoning the present buildings and no appreciable income could at any time be got from the improvement or cultivation of the land.

As to the non-payment of 30 pagodas instalments, I submit the Government has waived the same.

Considering all these and many other circumstances which are left off from recording here for fear of lengthening this letter, I submit it would be a dead loss to me to be compelled to pay higher assessment than what is now being paid. I, however, submit that as the present rate of assessment is fair for the hilly ground, the permanent tenure proposed may be accorded to me to ensure on the termination of the present tenure on the present assessment.

ENCLOSURE No. 10.

From Mr. PASCOAL LOBO, to the Acting Collector of South Canara, dated 12th January 1891.

A certain piece of land in the town of Mangalore obtained from Circar on lease of 99 years under darkhast, dated 6th November 1821, No. 1565, being in the possession of myself and others, I received a notice, dated 14th December 1890, No. 4758, stating that the said darkhast might be cancelled and the said piece of land might be granted to me on permanent darkhast under the same conditions as those under which wargdars or pattadars are allowed and I beg to represent as follows.

A large portion of the whole of this grant land was in the possession of Mary Magdalene Coelho Bayi. It was estimated to measure not more than 5 or 6 acres. It is interspersed with laterite and granite rocks. It is in want of water, a supply of which is the essential for cultivation. This piece of land together with others therewith connected were purchased by Anton Justilian Saldanha from Mr. Anderson and the former sold the whole of the land to Jose (Coelho) (late), husband of the said Maria Magdalene Bayi. I learnt that the said Saldanha repurchased from the said Jose Coelho that piece of the land which I represented above as having been in my possession and which forms a part of the said land and that it (the said piece), which closely adjoins the land belonging to myself and my family, was about to be sold to other people. Having no choice in the matter and though there was no cultivation whatever on it I purchased it by paying for it the consideration of Rs. 1,000. Subsequently I and my brother Jose Lobo have been enjoying it as our allotments by digging up wells, &c., in it, erecting houses and by making other improvements thereon.

I was not aware whether the said Saldanha, who purchased the land from Mr. Anderson, the said Jose Coelho, who purchased it from the said Saldanha, or the said Saldanha's sons, from whom I purchased the piece of land, knew that this grant land had been held by virtue of a lease for a period of years. I was, therefore, led to purchase it for a consideration and to make extensive improvements thereon. If it were not for this reason, I would not have purchased it at all. As the said piece of land is situated within the town of Mangalore and as our other lands adjoin it, it has been brought under cultivation at considerable expense by removing the laterite of which it had been full. This circumstance has, as it is clear, improved its condition and appearance. I have, however, been deceived by purchasing it and by spending much money on it. I do not find myself now at liberty to give it up. I, therefore, pray that your Honour may disengage us from these troubles by fixing an assessment on the pieces of land held by me, &c., at the same rates as those on other lands, i.e., multi wargs situated in Mangalore and other towns or at least at one rupee per acre, the rate which, as I am aware, is under the rules in force at present fixed on dry lands depending for their cultivation on rain water. In this case only I am willing as I cannot help otherwise to pay the assessment that may be so fixed. I am, however, unable to pay assessment at a higher rate. I beg to represent this circumstance.

ENCLOSURE No. 11.

From the Very Rev. F. J. B. ROSSI, S.J., Procurator of the R. C. Mission, Mangalore, to the Acting Collector of South Canara, dated Mangalore, 4th February 1891.

With reference to your letter of 14th December last, No. 4758, directing me to state what assessment I am willing to pay in lieu of quit-rent in consideration of Government issuing a permanent patta for the land held under Government grant No. 22, dated 19th April 1832, in the town of Mangalore, I have the honour to submit respectfully that, out of the land included in the grant, a portion bearing a proportionate quit-rent of Rs. 10 per annum was gifted by the late holder, Mr. Lawrence Lobo, for the purpose of building a college for education.

2. The college buildings have been erected accordingly with a cost of more than Rs. 1,50,000. The institution is maintained from charitable funds.

3. The land on which the college buildings are erected is an unproductive sterile hill and no income of any appreciable value is derived or capable of being derived from the same. In fact the land is not yielding or suitable for yielding any paying produce.

4. Under the circumstances I have the honour to submit that the present annual payment made to Government for the land is not low, and, therefore, I have the honour to request that, having in view the charitable object with which the buildings were erected, it may be recommended to Government to look upon the institution graciously and to issue a permanent patta at the existing rate.

5. With reference to the 30 pagodas payable every 30 years, I learn that Government, sometime before the Government rules (16th March 1835) now in force were passed, withdrew their claim to the above sum as well as to 100 pagodas stipulated to be paid in case of renewal of lease after 99 years, and directed Collectors not to demand or collect the same, and subsequently omitted these conditions in the new rules.

ENCLOSURE No. 12.

From Mr. C. V. LOBO, to the Collector of South Canara, dated Mangalore, 28th January 1891.

With reference to your circular letter, No. 4758, of 14th ultimo, I beg to express my regret at my inability to accept a perpetual lease on payment of a higher assessment for the ground now held by me on quit-rent under 99 years' lease, and to state that I would prefer a renewal of the current lease on the expiry of its term.

2. I beg to say that I am aware that a permanent lease would confer on me an absolute right of property to the land in question. But such a right to be worth possessing should be a profitable one or at least should not be a source of loss. The following facts, however, would, I hope, fully satisfy you that increased assessment on the said land means undoubted loss to the lessee.

3. The present rental of the judge's bungalows, after paying all taxes and meeting all the charges incidental to the upkeep of a decent house suited to the residence of a European officer, leaves a net income (of nearly Rs. 900 a year) which hardly gives a return of 5 per cent. on the capital invested while the net rental of the house now occupied by Doctor Lee barely brings in an income of 4 per cent.

4. You know that the above are not high rates of return for the capital spent on these buildings, and that there are various other modes of investing money which bring in a larger profit while they cost comparatively little or no trouble. Had I the experience I now possess in the matter of houses to let I would never have built the house occupied by Doctor Lee, which, owing to the natural difficulties of the ground, &c., I had to contend with, cost me an unusually large amount.

5. Even the permanency of the very low income which the bungalows yield and which does not admit of any enhancement depends wholly on constant and uninterrupted occupation of them. But one of them, viz., that in the occupancy of Doctor Lee, has often been vacant for lengthened periods and though the same has not hitherto been the case with the judge's residence its future invariable occupation by a European tenant of the position of the judge is very problematical especially owing to the proximity of the St. Aloysius' College, and if once abandoned by a judge it will, I fear, be next to impossible to find for it a European tenant who will pay the present rent which has been of late reduced from Rs. 125 to 100. To secure for it a native tenant is altogether out of the question not only on account of rent but because of certain disadvantages, such as distance of water, &c., and the consequent necessity for the entertainment of extra servants.

6. Again, the uncertainty attaching to the permanent location of a regiment at the station heightens the difficulty and improbability of always securing tenants for the bungalows even at reduced rates of rental.

7. From an agricultural point of view it is physically impossible that the holding even at the one rupee an acre rate of assessment, much less at a higher rate, can ever be a profitable concern. The soil is a sterile, unproductive mass of laterite wholly incapable, even at the cost of great labour and capital, of producing any paying crops. It was in recognition of this fact when represented by Mr. J. G. Thompson, C.S., a former lessee, that Government was pleased to reduce the rate of quit-rent from Rs. 2 and odd to Re. 1 an acre. Since the above reduction I beg to say that nothing beyond the change of ownership from a European to a native has occurred to make the land more valuable now than it then was.

8. It will thus, I trust, be evident that owing to the very low return secured to the owner even when the bungalows are always occupied, the difficulty and improbability of securing tenants at all times, the worry and expenses entailed in maintaining the buildings in a fit condition to be residences for European officers and in meeting their constantly changing requirements, and the totally unproductive quality of the land, the rate of assessment which the land at present bears is appropriate and cannot be raised.

9. Should you nevertheless feel any doubt on any point in my above statements I respectfully beg the favour of your kindly making inquiries of persons, whether European or Native, having real experience as owners of bungalows to let and not of mere speculators experienced in other modes of investing money, knowing little or nothing of the troubles, worry, loss, &c., inseparably attaching to the ownership of bungalows to let.

10. I hear that the condition of requiring the payment of 30 pagodas every 30 years, &c., was waived by Government a few years after the lease had been granted.

11. In conclusion, therefore, I pray that a permanent lease may be granted to me on the present rate of assessment, or, if that cannot be done, the current lease may on its expiry be renewed on conditions similar to the present ones. If, however, it be decided that neither of these alternatives are advantageous to Government, I earnestly pray that a recommendation may be submitted to Government to purchase now my bungalows and a compound on behalf of Government for a reasonable price.

Resolution—dated 29th July 1892, No. 388.

In para. 3 of its order, dated 24th March 1890, No. 222, Government called for a report regarding properties held on terminable leases in all districts except the Nilgiris. Reports have been received from many of the districts; but, as they were found defective, further information has been called for on them. Instead of dealing with all the reports together, moreover, the Board considers it more convenient to deal with each district as the information therefor is complete. The report now received from the Collector of South Canara will accordingly be submitted for the orders of Government.

2. The existing number of terminable grants in the district is 17. Ten of these are situated in the military cantonment of Mangalore, so that the Collector's

Number.	Extent.	Quit-rent imposed by the grant.	Quit-rent now paid.
<i>Ninety-nine years' leases.</i>			
(1) 884, 18th Feb. 1803 ..	ACS. CTS.	RS. A. P.	RS. A. P.
(2) 1456, 27th " 1815 ..	5 76	23 5 9	23 5 9
(3) 1565, 6th June 1821 ..	8 1	45 5 2	45 5 2
(4) 22, 19th April 1832 ..	51 92	97 13 0	36 15 3
	18 23	59 13 5	21 9 6
<i>Permission certificates.</i>			
(5) 45, 16th June 1852 ..	0 52	0 5	0 5 6
(6) 42, 5th April " ..	6 26	6 5	6 5 7
(7) 43, 5th " " ..	6 64	6 7	6 7 6

3. *Ninety-nine years' leases.*—Two of the grants, Nos. 884 and 1456

they were granted, the former being employed for the purpose for which they were granted, the latter, now in the possession of a Mr. Gundu Rao, being Alston, Low and Co. for coffee-curing works, and the latter, now in the possession of a Mr. Gundu Rao, being covered with shops, native dwelling-houses, &c., which are leased out on very profitable terms. The Collector proposes, therefore, to convert these properties into permanent holdings at the prevailing rate of Rs. 12 per acre, and if these terms are not accepted, to enforce the payments referred to in para. 11 of his report. As regards item 3 (grant No. 1565), comprising an area of acres 51-92, in which the residences of the Collector and District Board Engineer are situated, the Collector proposes that, on the expiry of the lease in 1920, the land may be resumed except a block of acres 6-74 which has been detached therefrom and sold to one P. Lobo and for which he would grant a permanent patta at Rs. 6 per acre. He adds that the land covered by this grant is very favorably situated for the erection of additional European residences and public offices and that he would, therefore, strongly recommend its re-acquisition on lapse, as land is becoming more scarce and valuable in the town. With regard to the land comprised in grant No. 22, the Collector proposes, owing to its peculiar situation in an out-of-the-way place and in consideration of the fact that there are still 40 more years of the lease to run, an offer of a permanent tenure at Rs. 3-8-0 per acre per annum—a rate only slightly in excess over that secured by the lease, and, if these terms are refused, that the provisions of the original grant, which have been since relaxed, be enforced.

4. The Board considers that Government has, on expiration of these terminable leases, the right to re-enter and sell the property. It is not the fault of Government if the lessees have built on an expiring lease without knowing it, though the Board is disposed to doubt the absence of such knowledge. By not adhering to the terms of building leases and resuming the properties on their expiry, Government will be throwing away what in the aggregate will amount to a considerable sum of money. Building leases for terms of years are not common in this country, but in England they are very usual, and Her Majesty's Government has, for instance, to the knowledge of one of the Board's Members, granted many such in Pall Mall, which

letter deals only with the remaining 7. Four of these 7 grants are held under 99 years' leases and the remaining 3 under "permission certificates," all being situated in Mangalore outside the cantonment limits. The particulars of the several grants are given in the margin.

it is believed to have every intention of resuming at the expiry of the periods for which they were granted. The Board begs to suggest that inquiry into the principles on which the Government of England deals with such cases should be made.

5. If, however, the Madras Government is not disposed to insist on the resumption of expiring leases, the Board would recommend that items 1, 2, and 4 may be converted into permanent holdings and charged Rs. 12 per acre. This rate, though not agreed to by the present holders of the grants, is, in the Board's opinion, exceedingly favorable, considering the situation and the amount the lessees already owe in consequence of the omission to collect the periodical payment of 30 pagodas. With regard to item 3, the Board considers that, for the special considerations mentioned by the Collector, the whole of it should be resumed on the expiry of the lease.

6. The quit-rents secured by grants Nos. 1565 and 22 (items 3 and 4) were reduced under the authority of Board's Proceedings, No. 3213, dated 13th July 1860. The Board sees no reason for continuing the reduction and accordingly directs that the original quit-rents be levied in future. The Proceedings quoted above, in which the reduction was allowed, will be considered as cancelled.

7. As regards the three cases covered by permission certificates, the Board agrees with the Collector that they may lie over for disposal by the Settlement Department. If this is approved, special instructions will have to be given that the land is not to be assessed on its agricultural value as the "crop" it bears is houses—the value of which should be taken into consideration.

8. In the case of the grant properties within the cantonment of Mangalore, the Board begs to suggest that the necessary instructions may be issued in the Military Department. It will be observed that two of these leases have already expired and that early action is, therefore, required.

(Tr. Extract.)

(Signed) W. S. MEYER,
Acting Secretary.

To the Secretary to Government, Revenue Department.

Copy to the Collector of South Canara.

with plan (to be returned).

READ—the following letter from Brigadier-General E. H. EYRE, Quarter Master General, Madras Army, to the Secretary to Government, Military Department, dated Ootacamund, 14th March 1893, No. 474 M.

With reference to your memo. No. 1639 of 9th instant (enclosure herewith returned), relative to the disposal of the properties situated within the cantonment of Mangalore, I am desired to enclose the seven counterparts and duplicate military leases, as per statement annexed, granted for land in that cantonment and to suggest that they may be transferred to the Revenue Department, as the terms of these leases being still unexpired and that department being now more nearly concerned in the land comprised in them, it would, it is submitted, be desirable for the Revenue Department to take such action as may be considered necessary in the interest of Government for their disposal, either by allowing the present military leases to run out their term of 50 years or by replacing them by civil grants.

2. There is no record traceable in this office of the six 99 years' leases referred to in the letter of the Collector of South Canara recorded in the Proceedings of the Board of Revenue returned above. These leases are presumably similar in form to that given in enclosure C of the Collector's letter, and, if so, probably were likewise granted by the Collector and Registrar of Grants.

3. With regard to the two military leases marginally noted whose terms have expired, I am to mention that the leases have been cancelled and the plots of land therein assigned regranted under a new lease, No. 610, dated 11th March 1892, in favour of Mr. George May, the present owner of both the properties, which, as they adjoin each other, were, on being regranted, included in one lease.

ENCLOSURE.

STATEMENT showing the Military leases for 50 years granted for land in the Cantonment of Mangalore

Consecutive number.	Number and date of the lease.	Name of the original g	of the lease.	Amount of quit-rent shown in the lease.	Remarks.
1	2	3	4	5	6
			sq. ft.	Rs. A. P.	
1	No. 61 of 29th July 1839.	Assistant Surgeon John I	9	396	3 8 0
2	" 64 of 11th Nov. "	46th Regiment, M. N. Captain W. Beaumont Regiment, L. I.	1	1,186½	3 8 0
3	" 130 of 19th Dec. 1848.	Parsy Noworojee Janse	736		3 8 0
4	" 131 of 19th " "	Veasa Row	1,08½		per cawny. 3 8 0
5	" 419 of 28th June 1862.	Mr. Lawrence Mariano Coe	252		per cawny. 8 15 0
6	" 420 of 28th " "	Mr. Lawrence Mariano Coe	937		9 6 2
7	" 610 of 11th Mar. 1892.	Mr. George May	4	8,712	7 12 5

No. 1930, Military.

Transferred to the Revenue Department for favour of disposal.

(By order.)

FORT SAINT GEORGE,
21st March 1893.

(Signed)

H. HOPE, Brigdr.-Genl.,
Secretary to Government.

To the Revenue Department, with 7 enclosures.

ORDER—dated 28th March 1893, No. 256, Revenue.

Miscellaneous.

With the Proceedings first read above, the Board of Revenue submits, with its remarks and recommendations, a report from the Collector of South Canara regarding properties held in his district on 99 years' leases or other forms of Government grants.

2. With respect to the properties held on 99 years' leases, the Board will be informed that the Government has no intention to enforce the terms of the original grants as regards resumption. As regards the periodical fines stipulated in the leases, it will be seen from the marginally-noted references that the rights of Government have been waived. The only question that remains is what rates of quit-rent should be imposed when these properties are converted into permanent holdings. The

Government considers that the rates proposed by the Collector and the Board are too high and that it is sufficient if the rates fixed in the case of similar properties on the Nilgiris are adopted, namely, a quit-rent of Rs. 2 per acre except where the existing rent is at a higher rate, in which case the latter rate should be adopted as the permanent quit-rent.

5. With reference to the grants situated within the Mangalore cantonment, the Board will observe from the Quarter Master General's letter received with the endorsement of the Military Department, dated 21st March 1893, No. 1930, that they should be dealt with by the Revenue Department. The Collector of South Canara should accordingly be requested to submit his proposals regarding the grants reported by him and the grants referred to in items 5—7 of the statement annexed to the Quarter Master General's letter.

4. The cases covered by the Collector and the Board, be

on certificates" will, as recommended by the Settlement Department.

Extract \

Signed) E. GIBSON,
Ag. Secy. to Government.

To the Board of Revenue (Land
" Military Department.

Exd. S. J. Pereira.

60 Copies.

Gobt. of {1893} Madras.
REVENUE.

Issued

Recd.

G.O. No. 256

G.O., 28th March 1893, No.

MARCH.

99 Years' leases.

Passing orders on Board's recommendations
on the report from the Collector of South Canara
regarding properties held on — or other forms of
Government grants.

36-3-04 ✓
10-11-05 ✓
19-10-07 ✓
1-2-15 ✓
6/8/8

29.9.9

2.5.23 II ✓

3.11.26 ✓

19-9-35 RD

24.2.28 II ✓