

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 2358

Press
~~Mis~~

158-159

Dated 8-10-1867.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
31st October 1867.*

No. 158. Read the following letter from the Acting Accountant General, to the Secretary to Government, Revenue Department, dated Fort St. George, 28th September 1867, No. 205 :—

1. With reference to your Official Memorandum No. 82, dated 29th July 1867, I have the honor to state that the Collectors of Salem, Malabar, South Canara, Coimbatore, and South Arcot, the districts mentioned in the lease of the East Indian Iron Company, dated 17th November 1857, and to whom a reference was made by this Office on the subject of your Memorandum, have reported that nothing has been paid into their respective treasuries on the terms of the above lease; neither do payments appear to have been made at the General Treasury.

2. The sum of Rupees 9,000 is reported to have been paid into the South Arcot Treasury by the above-named Company, from 1st January 1854 to 31st December 1859, at Rupees 1,500 per annum, on account of jungle rent, in accordance with the terms of a lease dated 17th May 1842. Of the above sum, 6,000 is reported as credited to "Extra Revenue," and the remainder to "Sundry Sources of Revenue." In Coimbatore, the said Company paid in 1859 a sum of Rupees 371-1-0 on account of firewood cut by them from the Bhowany jungles, and Rupees 17 for bricks taken by them from an old fort in that district.

3. It does not appear that the above Collectors were aware of the lease mentioned in your Memorandum under reply herewith returned, nor does it appear to have been communicated to this Office.

4. The Agent of the East Indian Iron Company at Calicut, (Mr. W. Maylor,) informs the Treasury officer that he was not aware of the existence of any lease dated 17th November 1857.

From the Deputy Collector of Salem, to the Accountant General, Madras, dated Salem, 22nd August 1867, No. 373.

With reference to your Acting First Assistant's letter, dated 10th August 1867, No. 2,605, I have the honor, under instructions of the Collector, to inform you that the accounts of this Office do not shew that any sum has been received in this treasury from the East Indian Iron Company, nor is there any correspondence regarding the terms of a lease entered upon between the late East India Company and the East Indian Iron Company.

From the Deputy Collector in charge of Treasury, to the Acting Accountant General, Fort St. George, dated Calicut, 19th September 1867, No. 2,131.

With reference to your letter dated 10th August 1867, No. 260, I have the honor to state that I am not able to trace out any payments into this treasury by the East Indian Iron Company since 1857. An extract of a letter* from the local Agent of the Company is subjoined.

* Dated 18th September 1867.

Extract of a letter from Mr. W. Maylor, Agent of the East Indian Iron Company, dated 18th September 1867.

"Since I took charge of the Iron Company's affairs in 1859, I have not paid anything into the treasury on account of the lease you refer to. I did not know that a lease, dated 17th November 1857, had been executed."

(True Extract.)

(Signed) C. RUNGACHARLU,
Deputy Collector.

5th October 1867.

From the Acting Collector of South Canara, to the Accountant General to the Government of Madras, dated Mangalore, 16th August 1867, No. 707.

With reference to your Acting First Assistant's letter of the 10th instant, No. 2,607, I have the honor to state that no payments have been ever made into this treasury by the East Indian Iron Company therein named.

From the Collector of Coimbatore, to the Acting Accountant General, Fort St. George, dated Coimbatore, 20th September 1867, No. 61.

In reply to your First Assistant's letter of the 10th instant, No. 2,608, I have the honor to inform you that a reference to the records of this Office from 1855, the year in which the East Indian Iron Company came into this district, shows that no payments have been made by them into this treasury according to the terms of the lease said to have been entered into between them and the late East India Company. They, however, paid a sum of Rupees 371-1-0 on account of firewood cut by them from the Blowany jungles, and Rupees 17 for bricks taken by them from an old fort. These two sums were carried to the credit of Government under the heads "Land Revenue" and "Extra Revenue" respectively, in the accounts of this Collectorate for August and January 1859.

From the Collector of South Arcot, to the Acting Accountant General, Fort St. George, dated Tinnevely, 26th August 1867, No. 99.

1. With reference to your letter of the 10th instant, No. 2,609, I have the honor to state that a sum of Rupees 9,000, as per margin, has been paid into this treasury by the East Indian Iron Company for the period mentioned in the margin* on account of jungle rent, in accordance with the terms of the lease, dated 17th

*From 1st January 1854 to 31st December 1859, at 1,250 Rupees per annum, is Rupees 9,000.

May 1842, which is herewith forwarded for your perusal. Out of this sum Rupees 6,000 was credited to the heads "Extra Revenue" and the remainder to sundry "Sources of Revenue."

2. I beg also to add that there is no copy on my records of the lease, dated 17th November 1857, mentioned in your letter.

No. 159.

ORDER THEREON, 5th October 1867, No. 2,358.

Miscellaneous.

1. Ordered that the above papers, together with the lease granted to the East Indian Iron Company, under date 17th November 1857, and the correspondence relating to the said lease, be forwarded, through the Government Solicitor, for the opinion of the Acting Advocate General, as to the effect of the failure by the East Indian Iron Company to make the yearly payment stipulated for in the lease.

2. The Collectors of South Arcot, Salem, Coimbatore, South Canara, and Malabar will report whether any and what mining or manufacturing operations have been carried on in their districts by the East Indian Iron Company or their Agents during the last six, twelve, or eighteen months, and what is the present state of the Company's works (if any) in their respective districts.

(True Extract.)

(Signed) W. HUDLESTON,

Secretary to Government.

To the Government Solicitor.
.. the Collector of South Arcot.
.. the do. of Salem.
.. the do. of Coimbatore.
.. the do. of South Canara.
.. the do. of Malabar.
.. the Revenue Board.
.. the Accountant General.

George

6/10/57

Southern Division of Arcot.

Mogichilla a Instrument of Assent and Agreement
on the part of George Norton Esq^r and Thomas Moore
Lane Esq^r two of the General Directors of the now
existing Indian Iron and Steel Company, to the
Cable or Lease issued to them by the Collector of the
Southern Division of Arcot under the authority of
the Governor in Council of Fort St. George for and
on behalf of the East India Company.

The Governor in Council for and
on behalf of the East India Company, being
desirous of promoting the Manufacture of
Iron by works, according to the European plan
within the Presidency of Fort St. George, has
been pleased to grant to us the said or
George

George Naton and Thomas Moore Lane,
being such two General Directors of the said
Company, and to any future Company in
succession as they may have capacity to take,
which may hereafter be established
in lieu of and with the rights of the said
now existing Company, of which we are now
such two General Directors, our Executors,
Administrators and Assigns the privilege
of cutting fuel in the jungles belonging to
Government situate within the Talooks of
Chellumbam, Verdachellam, Ollanensore,
B... .. P... .. in the
District of the Southern Division of Arcot,
and... .. upon the following conditions:-
1. All existing rights and
privileges heretofore exercised in accordance
with prescriptive usage by the Native Inhabitants
whether

and the residing in the District

17/10/17
17/10/17
17/10/17

3

The aforesaid Lease
for Twenty one years, beginning

3rd
whether residing in the District in which the
Jungles are situated or in the District immedi-
ately adjoining such Jungles, of cutting wood
for Agricultural, Household and other domestic
purposes within their respective Villages and
also of grazing their Cattle within such limits,
are reserved and to remain secure to them as
heretofore. Provided always that such reserva-
tion shall not entitle any parties to cut and
carry away wood for purposes of general
trade. Government also reserves the right so
through its Collectors or other Officers of allow-
ing Timber or Fuel to be cut to any extent for
the purpose of clearing ground for cultivation or
other purposes of Government.

3

The aforesaid Lease is to continue
for Twenty one years, beginning ~~on the first~~
of January one thousand eight hundred and
thirty nine, at the end of which period, if
approved

the Indian Division of Acre,
above, upon the following conditions:-

approved by the Honorable Court of Directors,
the same shall be renewable for twenty one
years more, and stand renewed upon notice
in writing delivered to the Chief Secretary to
Government, for the time being, at any time
within the last of the said twenty one years,
by us or our personal Representatives or
Assignees, and upon payment of a fine
as hereinafter specified.

The grant of the above rights
and privileges shall be rent free for the first
five years for the second five years we or our
Representatives or Assignees, or such said
Company, shall pay an annual rent of five
hundred Rupees for the 3^d five years, an
annual rent of one thousand Rupees for
the remaining five years an annual rent
of one thousand and five hundred Rupees
and

and an annual rent of two thousand Rupees
during the whole period of the renewed Lease
or grant.

3 All disputes that may arise
between us or such said Company, or those
employed by us, or such said Company, and
Proprietors, Ryots or others, in consequence of
doing or proceeding to do any Act under the
aforesaid Lease, may be decided by the Collector
of the District, subject to an appeal to the
Board of Revenue, or by a Panchayet appoint-
ed by the Collector agreeably to Regulation 12
of 1816 and acting under that Regulation.
provided both parties agree to either of those
modes of decision and execute a written
agreement to abide thereby. otherwise
recourse must be had to the ordinary mode
of proceeding under the Regulations and
Acts.

The

6. The fine to be paid on renewal of the aforesaid Lease shall be two thousand Rupees.

7. The aforesaid Lease is not to be construed as granting permission to fell Timber in the Government Jungles.

8. The rent shall be paid half yearly to the Collector of the District and upon failure by us, or by our personal Representatives or Assignees, or such said Company to fulfil any of the above conditions or on non-payment of the rent due for six months after demand made on us, or either of such Representatives or Assignees, or on such said Company, or left at our or their or either of their last place of abode, the aforesaid Lease shall be forfeited and cease upon written notice to that effect, given by or under authority of the Governor in Council of Port St. George, for the time being, to us or either of our personal Representatives or Assignees, or to such said Company

51
Company, or left at our or their or either of their last place of abode.

9. The aforesaid Lease is confined to the Government being the only Government sanctioned to sanction any agreement which in such said Company may enter into with Zamindars and others for the same privilege within the limits of their property respectively.

In witness whereof we have hereunto affixed our seals and signatures in the presence of the following witnesses.

Gov. Norton

Witness

Per me

Per me

Per me

6. The fine to be paid on renewal of the aforesaid Lease shall be two thousand Rupees.

7. The aforesaid Lease is not to be construed as granting permission to fell Timber in the Government Jungles.

8. The rent shall be paid half yearly to the Collector of the District, and upon failure by us, or by our personal Representatives or Assignees, or such said Company to fulfil any of the above conditions, or on non-payment of the rent due for six months after demand made on us, or

either of such Representatives or Assignees, or on such said Company, or left at our or their or either of their last place of abode, the aforesaid Lease shall be forfeited, and cease upon written notice to that effect, given by or under authority of the Governor in Council of Port St. George, for the time being, to us or either of our personal Representatives or Assignees, or to such said Company

5th
Company, or left at our or their or either of their last place of abode.

9. The aforesaid Lease is confined to the Government Jungles, and the Government shall not be construed to sanction any agreement which such said Company may enter into with Zemindars and others for the same privilege within the limits of their property respectively.

In Witness whereof we have hereunto affixed our seals and signatures in the presence of the following witnesses.

Geo. Norton

Thomas Norton

Permit

Permit

W-2358

1 Copy to the Govt. Solicitor General
 1 Copy to the Collector of Customs
 1 Copy to the Chamberlain
 1 Copy to the Chamberlain
 1 Copy to the Chamberlain
 1 Copy to the Chamberlain
 1 Copy to the Chamberlain
 1 Copy to the Chamberlain

Knows that the above
 papers. Together with the
 lease granted to the S. I. Iron
 Company under date 17th Nov/57
 & the correspondence relating to the
 said lease. be forwarded to
 the Govt. for the opinion of
 the Adv. Gen. as to the effect of
 the failure of the S. I. Iron Company
 to make the yearly payment
 stipulated for in the lease.

The Govt. of India. The
 Chamberlain of the
 Malabar District report whether
 any substantial mining or manu-
 facturing operations have
 been carried on by the S. I. Iron
 Company or their agents during
 the last six - twelve - or eighteen
 months. & send the present state
 of the Company's books (if any) in
 their respective districts.
 8th Oct/57

17-9-93

[Handwritten signatures and initials]

17-4-73

Reported to England
27th February 1869

Vide also G.L. 24-2-68
N.L. 25/3

5-1-171

Rev. 1867 Department
of Civil Service

From
The Secy. Secy. to Govt.

To The Secretary to Govt.
Revenue Department
Fort St. George

Dated 28th September 1867
Rev. Secy.
C. B. Secy. to Govt.

From Secy. to Govt. 15th October 1867
2 1867

Notes that no sum
has been received from the
East Indian Iron Company
under the terms of their lease
dated 17th November 1857.

From Secy. to Govt. 15th October 1867
2 1867

2358-864

20/58-159

20/58-159