

PRESS SERIES.

G.O., No. 1014

DATED 4 December 1897

[Despatch Abstract.]

The draft forms of agreements for the lease of lands for coffee cultivation on the Anamalais submitted by the District Solicitor, Madras, - approved subject to certain remarks and modification.

Revenue (1897) Department.

CURRENT No.



From

The Board of Rev. L.R.
Madras.

Order

Forest No. 761 Ains.

Dated 30 July 1897

Received

Registered

Enclosures

Spare copies

SUBJECT.

Subing. to Govt. with the Board's
remarks 2 draft of same
lease of land for affor-
estation on the Anamalais form-
ed by the Govt. Solicitor, Madras.

1/10/97

BACK PA

G.O.	No.	Department.	Date.
	1013		14.4.97
	1061		2.6.97
62.	5779	(S) 102500	1897

FURTHER PAPER

G.O.	No.	Department.	Date.

Defon C No. 2591
1896-97

COIMBATORE COLLECTOR'S OFFICE,

South Forest Branch,

26th May 1897.

FROM

Herbert Bradley Esq.,

COLLECTOR OF

Coimbatore.

TO

THE SECRETARY TO THE

COMMS. OF LAND REVENUE,

Madras,

THRO'

THE CONSERVATOR OF FORESTS,

SOUTHERN CIRCLE,

Coimbatore.

ENCLOSURES.

SIR,

I have the honor to return
the draft lease forwarded to
me with the Board's Defon
Forest No 1066 of 1897 dated 4th
May 1897 with the following
remarks.

2. It has not been made
clear as directed in para 8 of
Government Order dated Decem-
ber 4th 1896 No 694 Revenue
that the Lessee is merely entitled
to the use of the minor produce
and that its collection for trade

purpose.

purposes shall continue to rest in the Forest Department through the agency of the Sader and other hill tribes.

Para 16 of the draft lease. This clause should refer to rights of way & inspection bungalows and other buildings, not "in order to inspect bungalows &c."

Paras 23 and 24 Payments to be made on the acreage of cultivated not cleared land with the minima laid down. This might be a very important distinction for the planter.

Para 27 provides that the compensation for branch roads cut by one lessee through the lands of another shall be paid to the Collector "for and on behalf" of the lessor. But from para 13 of the Government Order quoted above it is clear that the compensation should be payable to the lessee through whose land the road is made. I would suggest that this para should run "and yielding and paying to the Collector for and on

"on behalf of the lessee of
"through which any branch roads
"may be constructed such compensation as may be fixed by the
"Collector for any land belonging
"to any other Lessee in the neighbourhood of the said piece of land
"hereby demised as may be required
"for all or any branch roads
"constructed by the lessee." Para 44 will require a corresponding alteration.

6. Para 33. It is impossible to lay down any sum in figures as a penalty for failure by a lessee to demarcate his lands. The cost of demarcation is sure to vary greatly. It should, I think, be provided that the District Forest Officer may recover twice the cost of demarcation.

7. Para 36 The amount payable is four rupees per acre per annum, not merely 4 rupees per acre.

8. It is observed that the preamble and first paragraph of the lease are only applicable to lands purchased at auction and not to lands purchased at 4 rupees per acre by the original applicant.

The extent of cleared and cultivated land on which payments have to be made will have to be ascertained by actual survey. The lessees should be required to pay for such survey.

10. In his covering letter the Government Solicitor suggests that the land should be fully described both as to boundaries and extent before the lease is executed. But the outline survey cannot be carried out until the clearance and demarcation of the boundaries provided for in para 33 of the lease has been completed and this can only be insisted upon after 6 months have elapsed from the date of the execution of the lease. The Government Solicitor is mistaken in supposing that the land demised can be described by its survey numbers, boundaries and extent. To begin with, there are no survey numbers, secondly there are no boundaries until some are cut, and thirdly the extent cannot be accurately known until the boundaries are cut and surveyed. I really cannot see why the lease

should not provide for assessments to be paid upon such area as may be ascertained by a survey of the boundaries cut as provided in para 33 of the lease.

11. The Government Solicitor, vide para 3 of his letter, evidently misunderstands para 3 of Board's Proceedings Forest No 8 Miscellaneous dated January 7th 1897. The Board simply forbids rectification of boundaries on the ground that the area is in excess of the original computation. The object of this is to prevent a man who has taken up land and demarcated a boundary from leaving out a piece of the land he has demarcated on the ground that the whole block is found to be in excess of 1,000 acres.

12. The three trees referred to in para 4 of the Government Solicitor's letter are classified trees.

I have the honor to be

Sir,

Your most obedient servant

W. C. C. C. C. C.
for collector

Ref. 4/32

Forwarded

Coinbator
31 May 97
28.5.97

Employer
M. J. J. J. J.

28.5.97
26.5.97



Proceedings of the Board of Revenue

(Land Revenue),

Dated 15th June — 1897.

For No. 560 — Miscellaneous.

READ Endorsement of the Acting Assistant Secretary to Government, Revenue Department, No. 2013 Mu, dated 14 April 1897 on letter from the Government Solicitor, Madras, dated 8 April 1897, No. 236 returning to the Board with remarks having amended as directed, the draft form of lease of land for coffee cultivation in the Coimbatore St.

Reference thereon dated 4 May 1897

Read Endorsement of the Conservator of Forests, Southern Circle, dated 28 May 1897, R.C. No. 4132 forwarding letter from the Collector of Coimbatore dated 26 May 1897. R.C. No. 2591.

10th Resolution

The Board concurs with the Collector's Remarks

remarks except in regard to the recommendation made in para 9 of the letter read above as to the cost of the survey and they will be communicated to the Government Solicitor for the necessary action.

2. The Board considers that the survey should be carried out at the expense of Government. If the ordinary staff is found to be insufficient it can be augmented.

/ True Extract
/ Signed N. S. Birdie.
As Secretary

To the Government Solicitor
The Collector of Coimbatore
thru the Comr. S.C.

/ True copy /

Recd
Secretary

2,000
25-1-97.



Proceedings of the Board of Revenue

(Land Revenue),

Dated 30 July 1897.
Forest No. 761 Miscellaneous.

48

* copy attached.

READ again Board's Proceedings Forest No. 560 D.O. dated 15.6.97

Read also letter from the Government Solicitor,
Madras, dated 16 July 1897, No. 381

Resolution

130

In its Endorsement No. 2013 D.O., dated 14 April 1897, Government referred, for the remarks of the Board, the draft form of the lease obtained from the Government Solicitor, for forest lands in the Anamalais. The Collector of Coimbatore who was consulted in the matter submitted his remarks in his letter of the 26 May 1897 which was forwarded to the Government Solicitor with instructions to revise the lease. With his letter read above the Government Solicitor forwards two forms of agreement, one in

in respect of lands purchased by the original applicants at Rs 6 per acre and another as regards lands purchased at auction. The reason for the change is fully explained in paras 10 and 11 of the Government Solicitor's letter of the 16 July 1897.

2. The Board resolves to submit the forms to Government with the following observations:-

(a) Adverting to the remarks of the Government Solicitor in paras 10 and 11 of his letter first quoted it is desirable that the following should be added at the end of the preamble.

"When the survey of such land has been completed and the boundaries and actual area ascertained".

(b) As the reservation by the Forest Department of the right of collecting minor produce for trade purposes as per para 8 of G.O. No. 694 dated 4 December 1896 has not been made clear in para 5 of the draft agreement the following may be substituted for the first three lines of that para.

"Liberty to the lessee to enjoy the free use of the minor forest produce of the said piece of land such as is mentioned in the third schedule hereunder written, but subject to the conditions that he shall not sell or barter the same and that the right of collecting the produce for purposes of trade

trade shall continue to rest in the Forest Department through the Agency of the Khasi and other hill tribes and that &c."

(c) The second schedule purports to contain a list of ~~res~~ ^{reserved} trees whereas the marginally noted trees which find place therein are classified trees. They have therefore to be removed from the schedule

Terminalia paniculata
Do. tomentosa
Aerocarpus fraxinifolius

/ True Extract /

Recl
Secretary.

To

The Secretary to Govt R.D.
with Govt Solicitor's letter of 8 April 97
retd and 2 draft agreements and
Government Solicitor's letter of 16.7.97
and Colby's letter of 26.5.97 in reply (to be retd)

Madras, 16 July 1897.

From,

Ernest Barclay,
Government Solicitor,
Madras.



To,

The Secretary
Board of Revenue (Land Revenue)
Madras.

Sir,

1. I beg to acknowledge receipt of extracts from the Boards Proceedings Forest No 500 Misc dated 15th June 1897 and Forest No. 515 Routine dated 7th July 1897.

2. In para 2 of his letter of 26th May 1897 No 2501 the Collector of Coimbatore says, in returning the draft lease prepared by me of land on the Annamalai Hills, that it has been made clear, as directed in para 3 of Government Order dated December 4th 1896 No. 334 Revenue that the lessee is merely entitled to the use of the minor produce and that its collection for trade purposes shall continue to rest in the Forest Department through the Agency of the Wader and other ^{Hill} tribes. I understand therefore that, in this respect at any rate, the draft lease is in Order.

3. In para 3 of his letter the Collector says that para 16 of the draft lease should refer to rights of way to Inspection Bungalows and other buildings not "in order to inspect bungalows &c." I have altered para 16 of the draft lease accordingly.

4. In para 1 of his letter the Collector says with reference to paras 23 & 24 of the draft lease that payments are to be made on the acreage of cultivated not cleared land with the minima laid down. I have therefore amended paras 23 & 24 of the draft lease accordingly.

5. With regard to paras 27 & 44 of the draft lease I have adopted the suggestion contained in para 5 of the Collector's letter.

6. I have also provided in para 33 of the draft lease that in case of default on the part of the lessee to clear and demarcate his lands as therein provided it shall be lawful for the District Forest Officer to do so at the expense of the Lessee and that such expense, together with a further sum equal to the amount thereof, as compensation for such default, shall be recoverable from the Lessee.

7. With reference to para 33 of the draft lease the Collector says the amount payable is four rupees per acre per annum not merely 4 rupees per acre. Para XIV of the rules and conditions set out in G.O. No 495 of 28th September 1896 provides that the Lessee shall not be restricted from transferring his rights in the leased land provided that the obligations to which he is subject shall be binding on the transferee, as would, of course, be the case, and that the Collector shall have power to impose an assessment of Rs 4/- per acre on the entire holding if any transfer is made of a portion thereof less than 100 acres in extent. As I have now altered para 33 of the draft lease I think it will comply with this condition.

8. In para 8 of his letter the Collector says that the preamble and first paragraph of the lease are only applicable to lands purchased at auction and not to lands purchased at 5 Rupees per acre by the Original applicants. I understood that all these lands were to be purchased at auction and, to have a form of lease applicable to cases where the land is purchased at Rs 5 per acre as well, it will be necessary to have two distinct forms of lease and these I have prepared and forward herewith.

9. In para 9 of his letter the Collector says that the extent of cleared and cultivated land on which payments have to be made will have to be ascertained by actual survey and that the Lessees should be required to pay for such survey. This I have provided for by adding the following clause to para 24 of the draft lease "the extent of the said piece of land from time to time, cleared and cultivated to be ascertained by actual survey at the expense of the ^{as directed by the Board} Lessor". As however, in para 4 of his letter the Collector says that payments are to be made on the acreage of cultivated, not cleared land the word "cultivated" in this additional clause would seem to be

sufficient

10. With reference to para 10 of the collector's letter in which he says that he cannot see why the lease should not provide for assessment to be paid upon such area as may be ascertained by a survey of the boundaries cut as provided in para 33 of the lease, I would point out that a lease is something more than an instrument providing for payment of assessment or rent. Section 105 of the Transfer of property Act defines a lease of immovable property as a transfer of a right to enjoy such property made for a certain time, express or implied or in perpetuity, for a consideration, what the collector apparently suggests is that the lease should be of some undefined immovable property which is not to be defined until after the lease has been granted. I dealt with this question in my letter of 8th April 1897 No 236 and need not repeat here what I there said. The collector referring to that letter says I have evidently misunderstood para 3 of the board's proceedings forest No 8 Mis dated 7th January 1897 but, whether I have or not, is really immaterial. What I contend is that a lease should define the land demised, otherwise, it is not a lease. These leases will have to be registered and Section 21 (a) of the Registration Act provides that no non testamentary document relating to immovable property shall be accepted for registration unless it contains a description of such property sufficient to identify the same (b) that lands shall be described by their name, if any, and as being in the territorial division in which they are situate and by their superficial contents, the roads and other properties on which they abut and their existing occupancies. It is true that Section 22 provides that failure to comply with the provisions contained in section 21 clause (b) shall not disentitle a document to be regis-

registered if the description of the property to which it relates is sufficient to identify such property. Apparently it is not intended that these leases should contain any description of the property to be comprised therein so as to identify such property.

11. The only course that I can suggest, in order to get over the difficulty is that, instead of granting a lease in the first instance government should grant an agreement for a lease. This will not require registration and might be to the effect that the lease, setting out its terms in full, will be granted when the survey is completed and the boundaries and actual area ascertained

I have the honor to be,

Sir,

Your Obedient servant,

Ernest Barker

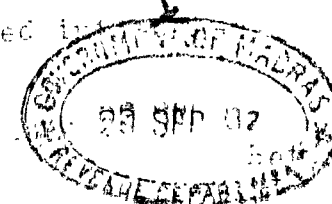
Government Solicitor.

An Agreement entered into the day of

Parties.

One thousand

hundred and



between the Right

Honorable the Secretary of State for India in Council (hereinafter

called the Lessor) of the one part and

of

(hereinafter called the Lessee)

of the other part

*Recitals of
Sale by
auction
of land in
Schedule*

Whereas on the

day of

one thousand

hundred and

the Collector of the

District of Coimbatore acting for and on behalf of the Lessor put

up for sale by public auction the right to occupy for the purposes

of cultivating thereon Coffee tea cocoa cinchona and other

plantation products for a term of 30 years the piece of land

described in the first Schedule hereunder written subject to the

rents hereinafter reserved and to the Agreements by the Lessee and

conditions hereinafter contained

*That Lessee
was highest
bidder and
was declared
purchaser*

And Whereas at such sale the Lessee was the

208/1
highest bidder for and was declared to be the purchaser of such -

right to occupy the said piece of land at the price of Rs

*Of Agreement
for lease.*

And Whereas for the purpose of carrying the said

sale into effect the Lessor has agreed to execute in favor of the

Lessee such a lease of the said piece of land as is hereinafter -

contained *when a survey of the said land which the
Govt of Madras will cause to be undertaken at
State expense after the boundaries thereof are
cleared and demarcated by the same or at the Lessee's expense as
herein after provided is completed*

Demise

1. That the Lessor agrees to let and the Lessee agrees to

Parcels.

take the piece of land described in the first schedule hereto and

delimited in the plan thereof herewith annexed with the rights

incidents and appurtenances to the said piece of land belonging

or usually held or enjoyed therewith

Liberties to the Lessee

*To plant &
cultivate*

2. With liberty to the Lessee to plant the said piece of

land with coffee tea cocoa cinchona and other plantation products

but not with any other produce and to cultivate such coffee tea -

cocoa and cinchona and other plantation products and to pick and

take the crops thereof

1777

*To cut &
felling*

3. With liberty for the Lessee to cut and fell for the

purpose of clearing the said piece of land for the purpose of
erecting any building thereon all under-wood and all timber and -
other trees growing on the said piece of land and to make use of
the under-woods cuttings timber and other trees which shall be so
cut down or felled or to dispose of the same for the Lessee's own
benefit

*Proviso
as to trans-
port of
timber
beyond
the Anai-
malai -
Forest limits.*

4. Provided that the Lessee shall not transport or allow
to be transported beyond the limits of the Anaimalai Forest any -
classified or reserved timber trees which shall be so felled or cut
down except on payment to the Forest Department of the Government of
Madras of a scapionage to be fixed in the case of classified trees
at such rates as may from time to time be determined by the said -
Government and not exceeding three quarters of the maximum rates
which have been or may hereafter be notified under Section 26 of
Madras Act IV of 1882 (the Madras Forest Act 1882) or any subsisting
statutory modification thereof or any rules made thereunder as -
applying to the District of South Coimbatore and in the case of -
trees of the kind hereinafter expressed to be hereby reserved such

24/11/19
rates therefor respectively as are mentioned in the second Schedule

hereby

IX

to use minor forest produce. Liberty to the Lessee to ~~enjoy~~ ^{the free use of} the minor forest

produce of the said piece of land such as is mentioned in the

third Schedule hereunder written but subject to the conditions that

that he shall not sell or barter the same and that the right of collecting the produce for purposes of trade shall continue to rest in the Forest Dept. through the Agency of the Madras and this will be his and

the Lessee shall at all times allow any Madras and members of other hill tribes of the Annamalai Hills with the written authority of the District Forest Officer of to enter upon the unoccupied parts of the said piece of land for the

XI purpose of collecting and taking away any such minor produce and

with any servants of the Government of Madras respectively with

the like authority to use any water passing through the said piece

of land for domestic purposes and for their animals

Exceptions.

except land required for a public road.

6. Except so much of the said piece of land as shall be

required by the Lessor to construct a public road of feet

in width throughout the said piece of land along the line drawn

for that purpose upon the said plan together with feet

of the said piece of land on either side of such road

and branch 7. And except so much of the said piece of land as shall
roads.

from time to time be required by the Lessee to enable the Lessee

of any neighbouring land or the Local Board of

to construct upon or through any part of the said piece of land

hereby devised any branch road or roads which shall have been

approved of by the Collector for the time being of the District of

Coimbatore (hereinafter referred to as the Collector)

X
of minerals 8. And all quarries, lime stone, gravel, clay, brick-earth, gold,

silver and other minerals and precious stones in and under the said

piece of land

XIII
and certain 9. And all such trees of the respective kinds mentioned in
trees.

the second schedule hereunder written as are upon so much of the

said piece of land as shall not have been cleared

XV
and elephants 10. And the tusks of all elephants killed upon the said piece
tusks.

of land

Reservations.

11. Reserving unto the Lessee and all persons duly authorized by

the Government of Madras or any Officer thereof on behalf of the

Lessee

*Liberty to
construct
road.*

6

12. Liberty at all times during the term hereby granted to enter

upon the said devised piece of land and to make and maintain all or

any such roads as are hereinafter mentioned and all such water-

-courses culverts and other things in and upon the same respectively

on or over the said excepted lands on either side of the road firstly

hereinafter mentioned as he or they shall think necessary for any

purpose whatsoever

X

*to work
mines.*

13. Liberty to search for throughout the said piece of land dig-

get and make merchantable and carry away the said excepted stone

clay gravel sand brack-earth gold silver and other minerals and

precious stones and to sink all necessary pits and shafts and make

and erect all necessary erections machinery roads and other

conveniences and things for the purpose

XIII

*to fell &
excepted
trees.*

14. Liberty to Fell cut and carry away from any part of the said

piece of land which shall not have been opened any of the said

excepted trees and to sell or otherwise dispose of the same

the lessor
making
reasonable
compensation.

11. The Lessor making to the Lessee reasonable compensation

for all damage occasioned by the exercise of all or any of the

privileges hereinbefore reserved such compensation in case of dispute

to be settled by the Collector

to enter on
uncultivated
land for
purpose of
survey or
other purpose

XI

16. Liberty to enter upon any part of the said piece of land not

under actual cultivation for the purpose of passing through the

same in to any inspection bar along and other buildings the property

XIII

of the Lessor and from such buildings to the nearest drinking water

or for the purpose of making any inspection ~~or for any other purpose which~~

~~shall be specified in writing by the Collector~~

shall be specified in writing by the Collector

to resume
lands.

XII

18. And liberty to resume any part of the said piece of land

that may be required for any public purpose

making
reasonable
compensation.

XIV

19. Making to the Lessee by way of compensation a sum without

interest of the said purchase money or sum of Rs

paid by the Lessee as hereinbefore is recited or a proportionate

part thereof according to the area of the land which shall be to

resumed and the rent or assessment paid by him on any part of the

17 Liberty to enter upon any part of the said piece of land whether cultivated or not cultivated for the purpose of examining any inspection or survey or clearing of boundaries or demarcation of boundaries or to enquire into any offence against any law.

2891
said piece of land which shall not have been opened and cleared

and which shall be so resumed and at the rate of Rs 100 per acre

of so much of the said piece of land which shall be so resumed and

which shall have been cultivated with coffee tea cocoa or cinchona

for one year at the rate of Rs 200 per acre for so much thereof as

shall have been so cultivated for two years at the rate of Rs 300/

per acre for so much thereof as shall have been so cultivated for

three years at the rate of Rs 400 per acre for so much thereof as

shall have been so cultivated for four years and at the rate of -

Rs 500 per acre for so much thereof as shall have been so cultivated

for five years or for any longer period and in the case of so much

of the said piece of land which shall be so resumed and which shall

have been cultivated with any plantation product other than coffee

tea cocoa and cinchona the cost incurred by the lessee in clearing

such land

Term

Term 10. For thirty years from the day of one -

thousand

hundred and

6.

Handwritten notes at the bottom of the left page, including the word "provision" and other illegible text.

Reddend ^{II} *um.* ²¹ Yielding and paying during the demise on or before the 1st

day of March in every year to the Collector for and on behalf of the
Lessor for so much of the said piece of land as shall not consist of
public roads or branch roads accepted by the Collector as such the
rents or sums following

Of certain ^{II} *rent during* ²² *first 5* *years.* During the first five years of the said term the certain
yearly rent of

rupees being at the rate of 8 annas -

for every acre (and so in proportion for any less quantity) of the

^{III} said piece of land other than the said excepted land by equal yearly
payments on or before the 1st day of March in every year for the -
year ending the 31st day of March

Additional ^{II} *contingent* ²³ *yearly rents* The additional contingent yearly rents following during the
sixth and subsequent years of the said term that is to say

for ^{II} *cultivated* ²⁴ *land.* Two Rupees for every acre (and so in proportion for any less
quantity) of the said piece of land (other than as aforesaid) which

shall be ~~cultivated~~ cleared

for ^{II} *land* ²⁵ *not cleared* *cultivated* Eight annas for every acre (and so in proportion for any less
quantity) of the said piece of land (other than as aforesaid) which

3701
quantity) of the said piece of land (other than as aforesaid) will

shall not be ^{cleared} cultivated

the extent of the said piece of land from time to time cleared

~~shall~~ be ascertained by actual survey at the expense of the

lessor

Provided for minimum rents ^{II} Provided always that the yearly rents payable in -

respect of the said piece of land whatever part thereof may be -

^{cleared} ~~cultivated~~ in the undermentioned years respectively of the said -

term shall not be less than two rupees per acre on the undermentioned

proportions of the said piece of land (other than as aforesaid) -

that is to say

6th year on one twentieth

7th year on one tenth

8th year on three twentieths

9th year on one fifth

10th year on one fourth

11th year on three tenths

12th year on seven twentieths

13th year on two fifths

14th year on nine twentieths

15th and subsequent years on one half

3/4

and eight acres in addition thereto in respect of every acre (and
in proportion for any less quantity) of the remainder of the said
piece of land other than as aforesaid

*when to
be paid.* 27. The said additional contingent rents to be paid yearly on the
days aforesaid and the first payment thereof respectively to be
made on each of the said yearly days as shall first occur after the
event on which they are respectively made payable

Compensation of. 28. And yielding and paying to the Collector for and on behalf
of the Lessee of the lands through which any branch roads may be
constructed such compensation as shall be fixed by the Collector for
any land belonging to any other Lessee of land in the neighbourhood
of the said piece of land hereby demised as may be required for all
or any branch roads which shall be constructed by the Lessee in or
through any such lands of any such other Lessee in the neighbourhood
of the said piece of land hereby demised

*clear of
deductions.* 29. *And also yielding and paying during the demise*
All the said several certain *additional* *further* and other yearly
rents and sums and compensation to be paid clear of all deductions

Agreed to by Lessee

31 30. The Lessee hereby agrees with the Lessor as follows

on or before the 1st day of March in every year to the
 Collector for and on behalf of the lessor a further
 yearly rent or sum equal to the amount of the land
 cess and average device cess and any other cess
 which would or might be imposed charged or
 assessed by law on the said piece of land if the
 same were land held under a ryotwari title
 and the amount of the rent to be paid thereon
 assessed by the Revenue Officer to Government
 for the purpose of calculating such further
 yearly rent or sum provided always that
 such further rent or sum shall not be pay-
 able by the lessor if the said piece of land is
 by law already chargeable or shall during
 the device tenure chargeable with land
 and village revenue cess and other cesses pay-
 able by ryotwari tenants a ryotwari

3284

31. To pay the said certain yearly rent and (if and when the
 same respectively shall become payable) the said additional
 contingent and other rents compensation and sums at the times and in
 manner hereinbefore appointed for payment thereof clear of all
 deductions

And taxes ^{IV} 32. And all existing and future taxes rates cesses assessments
 and outgoings of every description for the time being payable in
 respect of or charged upon the said premises

Cultivation and Management

to cultivate in a husband-like manner 33. To clear and cultivate the said piece of land or so much
 thereof as shall be fit for cultivation in a good and husbandlike
 manner

to demarcate boundaries 34. Within six calendar months from the date of these presents
 to clear and demarcate the boundaries of the said piece of land to
 the satisfaction of the Collector and thereafter from time to time
 within three calendar months of the receipt by the Lessee of any
 requisition in writing from the Collector so to do in like manner
 clear and demarcate the said boundaries and that in default of the

lessee so doing it shall be lawful for the District Forest Officer
*or any other officer authorized by the said District
Forest Officer in this behalf*
to clear and demarcate the said boundaries at

the expense of the lessee and that such expense together with a -
further sum equal to the amount thereof as and by way of compensa-
tion for each such case of default shall be recoverable from him -
in the same manner as the rents heretofore reserved are hereby
made recoverable

Acts Prohibited

*not to enter
forest with
wild elephants.*
~~XV~~
35. Not to destroy or interfere with any wild elephants which
36 may enter or be upon the said piece of land except as provided in

Madras Act 1 of 1873 or any subsisting statutory modification -
thereof

*nor with
hill tribes.*
~~XVI~~
36. Not to interfere with any member or any of the hill tribes
37 of the Anaimalai Hills and in case the lessee shall find it -
necessary for the exercise of all or any of the rights or liberties
granted to him by these presents to close any paths or ways upon
the said piece of land ordinarily used by the members of such -
tribes to provide other paths or ways to the satisfaction of the
Collector

31/97

XIV
To pay 37.
fine on
transfers
30

To pay to the Lessor such sum not exceeding in the whole the sum of four rupees per annum for every acre (and so in proportion for any less quantity) of the said piece of land as shall be fixed by the Collector if and so often as the Lessee shall assign or transfer any part of the said piece of land of less than 100 acres in extent

Stipulations in favour of the Lessor

To permit 38.
Lessor to
enter 39

To permit the Lessor and all persons authorized by him or by the Government of Madras or any officer thereof at all reasonable times during the said term to enter upon the said piece of land for the purpose of exercising all or any of the rights and liberties hereinbefore expressed to be hereby reserved

Expiration of the Lease

XV
To deliver up 39.
at the end
of lease 40

To deliver up to the Collector on behalf of the Lessor the said piece of land and all buildings machinery and fixtures and all trees and plants growing and all roads thereon in all respect in such state and condition as shall be consistent with the due performance of the covenants herein contained

Proviso for
recovery of
rent and
for re-entry.

^{certain additional contingent and}
If and whenever any part of the several rents compensation

or sums hereinbefore reserved or made payable by the Lessee shall be

in arrear and unpaid the same respectively shall be recoverable by

the Lessor under the provisions of Madras Act 2 of 1864 or any

subsisting statutory modification thereof as arrears of land revenue

and if and whenever any part of such rents compensation or sums -

shall be in arrear and unpaid by a date to be fixed by the Collector

or if and whenever there shall be a breach of any of the agreements

by the Lessee herein contained the Lessor or any officer of the Lessor

or of the Government of Madras may re-enter upon any part of the -

said piece of land in the name of the whole and thereupon this -

lease shall absolutely determine

Agreements the Lessor

42. The Lessor agrees with the Lessee in manner following

for quiet
enjoyment
by the Lessee

42. To permit the Lessee on his paying the several rents -

43 compensation and sums hereinbefore reserved or made payable by him

and performing and observing the several agreements by the Lessee

herein contained peaceably to hold and enjoy the said premises

during the lease without interruption by the Lessor or any person

claiming under him

to permit the lessee to surrender
XVII
LB. To permit the Lessee at any time during the said term he -
having paid the said several rents and sums hereby reserved or -
made payable and having performed the several agreements on his -
part hereinbefore contained respectively up to the time of the -
surrender to surrender all the leased premises but not any part
thereof to the Lessor at the expiration of twelve calendar months
notice in writing to the Collector of the intention of the Lessee
so to do

to renew
XVIII
LB. That if the Lessee shall be desirous of taking a renewed -
lease of the said premises for the further term of thirty years
from the expiration of the said term hereby granted and of such
desire shall prior to the expiration of the said last mentioned term
give to the Collector six calendar months notice in writing and -
shall pay the rents and sums of money hereby reserved or made -
payable and perform the several agreements on the part of the -

34/21

Lessee herein continued up to the expiration of the said term

hereby granted upon the request and at the cost of the Lessee to

execute and deliver or cause to be executed and delivered to the -

Lessee a renewed lease of the said premises for the further term of

thirty years at an enhanced yearly rent not exceeding four rupees

per acre (and so in proportion for any less quantity) of so much of

the said piece of land which may have been opened and cultivated -

and at the same yearly rent of eight annas per acre (and so in -

proportion for any less quantity) of the said piece of land which

and at the same further yearly rent or sum reserved by
clause 29 hereof
shall not have been so opened and under and subject to the same -

provisions and agreements as are herein contained other than this

present agreement

Arbitration Clause

~~XX~~
~~45.~~ If and whenever any dispute or question shall arise between

46 the Lessor or the Government of India and the Lessee as to what -

portions (if any) of the said piece of land are "cleared" "opened"

"unopened" or "cultivated" as the case may be or as to the nature

of the cultivation of any part thereof so as to entitle the Lessee

to compensation under Clause 18 hercof or as to the compensation
to which the Lessee shall pay under clause 27 hercof or the rate
or amount of any such compensation or if and whenever any dispute
or question shall arise between the Lessee and the Lessee or Lessees
of any lands adjacent to the said piece of land hereby leased then
and in any such case the matter in difference shall be referred to
the Collector whose decision thereon shall be final

Interpretation Clause

7 ~~48~~. The word "Lessor" shall include his successors and assigns
and the word "Lessee" shall include his executors administrators
and assigns

In Witness whereof

Esquire the Collector of Coimbatore by order and direction of His
Excellency the Governor *of Fort St George* ~~General of India~~ in Council acting for and

on behalf of the Lessor and the Lessee have hereunto set their
respective hands the day and year first above written.

*Given under Sec. 18 of the Madras Fresh Act
P of 1882*

The

Class of reserved Tree	Rough Rate per cart load			Squared Rate per cart load			Observations
	Rs	A	P	Rs	A	P	
Teak <i>Tectona grandis</i>	8	"	"	12	"	"	
Rosewood <i>Dalbergia</i> <i>latifolia</i>	8	"	"	12	"	"	
Tengai <i>Pterocarpus</i> <i>Marsupium</i>	6	"	"	9	"	"	
4 <i>Lapiudus Emar.</i> <i>= giratus</i>	4	"	"	6	"	"	
5 Jack <i>Artocarpus</i> <i>integrifolia</i>	4	"	"	6	"	"	
Wild Jack <i>Arto.</i> <i>= Carpus hirsuta</i>	4	"	"	6	"	"	
7 ~~<i>Terminalia pami.</i>~~ ~~<i>= culata</i>~~							
~~<i>Terminalia tomen</i>~~ ~~<i>= tosa</i>~~							
<i>Diospyros Ebenum</i>	6	"	"	9	"	"	
~~<i>Alseodaphne fraxin.</i>~~ ~~<i>= foliosa</i>~~							
11 <i>Calophyllum ela.</i> <i>= hum</i>	4	"	"	6	"	"	
Cinnamon <i>Gay</i> <i>= lancum</i>	1	"	"	1	8	"	

Cardamoms

Wild pepper

Kattipal (*Citranthus Malabarica*)

Guinger

Dammer, three qualities (*Canarium strictum*)

White Dammer (*Vateria indica*)

Saffron

Soapnut

Gall nuts

Thethankottai (*Strychnos potatorum*)

Indian Mulberry

Honey

Wax

Deer and Sambur horns

Elephant tusks

Rattans

Sikoi (*Acacia Concuma*)

Cassia or Cinnamon buds.

422

Signed by the above named

in the presence of -----

Signed by the above named

in the presence of -----

42 1/2

100

[Faint, illegible handwriting]

11

*Lease of land in the
District of Coimbatore for
Coffee Cultivation*

*The Right Honorable
the Secretary
of State for India
in Council*

Dated 1

458
An Agreement entered into the _____ day of _____
Parties. One thousand _____ Hundred and _____ Between the Right
Honorable the Secretary of State for India in Council (hereinafter -
called the Lessor) of the one part and _____
of _____
(hereinafter called the Lessee)
of the other part

*Recitals of
agreement
for purchase
of right to
occupy land
in Schedule.* Whereas the Lessee has agreed with the Lessor through
the Collector of the District of Coimbatore acting for and on behalf
of the Lessor for the purchase at the price of five Rupees an acre
of the right to occupy for the purposes of cultivating thereon
Coffee tea cocon cinchona and other plantation products for a term
of 30 years the piece of land described in the first Schedule -
hereunder written subject to the terms hereinafter reserved and to
the Agreements by the Lessee and conditions hereinafter contained

*That Lessee
has paid
consideration* And Whereas in pursuance of such agreement the
Lessee has paid to the said Collector acting as aforesaid the sum
of _____ Rupees being the price at five Rupees an acre of _____

the right to occupy the said piece of land



4492

*of Agreement
for lease.*

And Whereas for the purpose of carrying the said -

sale into effect the Lessor has agreed to execute in favor of the

Lessee such a lease of the said piece of land as is hereinafter -

contained.

Dennis

1. The Lessor in consideration of the aforesaid sum of

Twenty (the receipt whereof is hereby acknowledged) and in consideration

of the hereunto by the Lessee hereinafter contained agrees to let

Parcels.

and the Lessee agrees to take the piece of land described in the -

first schedule hereto and delineated in the plan thereof hereto

annexed with the rights easements and appurtenances to the said -

piece of land belonging or usually held or enjoyed therewith

Liberties to the Lessee

*To plant &
cultivate*

2. With liberty to the Lessee to plant the said piece of

land with coffee tea cocoa cinchona and other plantation products

but not with any other produce and to cultivate such coffee tea -

cocoa and cinchona and other plantation products and to pick and -

take the crops thereof

YILL

*To cut
timber*

3. With liberty for the Lessee to cut and fell for the

purpose of clearing the said piece of land or for the purpose of
erecting any building thereon all under-wood and all timber and -
other trees growing on the said piece of land and to make use of
the under-woods cuttings timber and other trees which shall be so
cut down or felled or to dispose of the same for the Lessee's own
benefit

*Provided as
to transport
of timber -
beyond the
Anaimalai
Forest limits*

4. Provided that the Lessee shall not transport or allow
to be transported beyond the limits of the Anaimalai Forest any -
classified or reserved timber trees which shall be so felled or cut
down except on payment to the Forest Department of the Government of
Madras of a seigniorage to be fixed in the case of classified trees
at such rates as may from time to time be determined by the said -
Government and not exceeding three quarters of the maximum rates
which have been or may hereafter be notified under Section 23 of
Madras Act V of 1882 (the Madras Forest Act 1882) or any subsisting
statutory modification thereof or any rules made thereunder as -
applying to the District of North Coimbatore and in the case of -
trees of the kinds hereinafter expressed to be hereby reserved such

which therefore are not mentioned in the second Schedule

herein

X

to use minor forest produce.

5. Liberty to the Lessee to use and enjoy all the minor Forest

produce of the said piece of land such as is mentioned in the

third Schedule hereunderwritten but subject to the condition that

* the Lessee shall at all times allow any Madras and members of

other Hill Tribes of the Madras Hills with the written authority

of the District Forest Officer of

to enter upon the unoccupied parts of the said piece of land for the

XII purpose of collecting and taking away any such minor produce and

with any servants of the Government of Madras respectively with

the like authority to use any water passing through the said piece

of land for domestic purposes and for their animals

Exceptions.

6
6. Except so much of the said piece of land as shall be

required by the Lessee to construct a public road of

in width throughout the said piece of land along the line down

for that purpose with the said plan together with

except land reserved for a public road.

47/8/1
of the said piece of land on either side of such road

and branch roads. 7. And except so much of the said piece of land as shall -

from time to time be required by the Lessor to enable the Lessee

of any neighbouring land on the Local Board of

to construct upon or through any part of the said piece of land

hereby devised any branch road or roads which shall have been -

approved of by the Collector for the time being of the District of

(hereinafter referred to as the Collector)

of minerals X 8. And all quarries mines stone gravel clay brick-earth gold

silver and other minerals and precious stones in and under the said

piece of land

and certain trees. XIII 9. And all such trees of the respective kinds mentioned in

the second schedule hereunder written as and upon so much of the

said piece of land as shall not have been cleared

and elephants. XV 10. And the tusk of all elephants killed upon the said piece

of land

Reservations.

11. Reserving unto the Lessor and all persons duly authorized by

LESSOR

6

*Liberty to
construct
road*

12. Liberty at all times during the term hereby granted to enter

upon the said deeded piece of land and to make and maintain all or

any and roads as are hereinbefore mentioned and all such water-

-courses culverts and other things in and upon the same respectively

on upon the said accepted lands on either side of the road strictly

hereinbefore mentioned to be or they shall think necessary for any

purpose whatsoever

X

*to work
mines*

13. Liberty to search and throughout the said piece of land dig-

get and remove the same and carry away the said ore and stone

clay gravel sand brick-earth gold silver and other minerals and

precious stones and to sink all necessary pits and shafts and make

and erect all necessary erections machinery roads and other

constructions and things for the purpose

XIII

*to fell
excepted
trees*

14. Liberty to fell and carry away from any part of the said

piece of land which shall not have been opened up of the said

excepted trees and to fell or otherwise dispose of the same

*the lessee
making
no use of the
compensation*

13. The Lessor paying to the Lessee reasonable compensation

for all damage occasioned by the exercise of all or any of the

liberties hereinbefore reserved such compensation in case of dispute

to be settled by the Collector

~~XI~~

*to enter on
uncultivated
land belonging
to the Lessor
for certain purposes*

14. Liberty to enter upon any part of the said piece of land not

under actual cultivation for the purpose of passing through the

same into any inspection, bungalows and other buildings the property

~~XIII~~ of the Lessor and from such buildings to the nearest drinking water

or for the purpose of making any inspection or survey or to enquire

into any offence against any law or for any other purpose which

shall be specified in writing by the Collector

~~XII~~

*to resume
lands*

15. And liberty to resume any part of the said piece of land

that may be required for any public purpose

~~XII~~

*making
compensation
thereon*

16. Looking to the Lessee by way of compensation a refund without

interest of the said purchase money or sum of Rs

paid by the Lessee as hereinbefore recited or a proportionate

part thereof according to the area of the land which shall be re-

quired and the rent or assessment paid by him on any part of the

5051
said piece of land which shall not have been opened and cleared

and which shall be so resumed and at the rate of Rs 100 per acre

of so much of the said piece of land which shall be so resumed and

which shall have been cultivated with coffee tea cocoa or cinchona

for one year at the rate of Rs 200 per acre, for so much thereof as

shall have been so cultivated for two years at the rate of Rs 300/

per acre, for so much thereof as shall have been so cultivated for

three years at the rate of Rs 400 per acre for so much thereof as

shall have been so cultivated for four years, and at the rate of

Rs 500 per acre for so much thereof as shall have been so cultivated

for five years or for any longer period, and in the case of so much

of the said piece of land which shall be so resumed and which shall

have been cultivated with any plantation product other than coffee

tea cocoa and cinchona the cost incurred by the lessee in clearing

such land

Term

12. For thirty years from the day of one -

thousand

hundred and

57

Reddick
20. The holder and paying during the term on or before the 1st day of March in every year to the Collector for and on behalf of the Master for each of the said piece of land as shall not consist of public roads or bridges roads accepted by the Collector as such the rents or sums following:

of certain land during first 5 years
21. During the first five years of the said term the certain yearly rent of rupees being at the rate of 1 rupee for every acre (and so in proportion for any less quantity) of the said piece of land other than the said excepted land by equal yearly payments on or before the 1st day of March in every year for the term ending the 1st day of March.

Additional contingent yearly rents
22. The additional contingent yearly rents following during the sixth and subsequent years of the said term that is to say

at 2 for every acre
23. Two Rupees for every acre (and so in proportion for any less quantity) of the said piece of land (other than as aforesaid) which shall be cultivated.

for land not cultivated
24. Eight annas for every acre (and so in proportion for any less

32
in respect of every acre 1-10/16

of the land in the farm (or other) in respect of
all the land in the farm

of the land in the farm (or other) in respect of
all the land in the farm

of the land in the farm (or other) in respect of
all the land in the farm

Proviso for
minimum
needs.

of the land in the farm (or other) in respect of
all the land in the farm

of the land in the farm (or other) in respect of
all the land in the farm

of the land in the farm (or other) in respect of
all the land in the farm

of the land in the farm (or other) in respect of
all the land in the farm

of the land in the farm (or other) in respect of
all the land in the farm

of the land in the farm (or other) in respect of
all the land in the farm

52
and eight annas in addition thereto in respect of every acre (or so in proportion for any less quantity) of the remainder of the piece of land other than as aforesaid

to be paid
twice
Article 26. The said additional contingent rents to be paid yearly on the day aforesaid and the first payment thereof respectively to be made on each of the said yearly days as shall first occur after the event on which they are respectively made payable

And
Article 27. And yielding and paying to the Collector for and on behalf of the Lessor of the lands through which any branch roads may be constructed such compensation as shall be fixed by the Collector in any land belonging to any other Lessee of land in the neighbourhood of the said piece of land hereby devised as may be required for all or any branch roads which shall be constructed by the Lessee in or through any such lands of any such other Lessee in the neighbourhood of the said piece of land hereby devised

in the
to do
in of
provisions
Article 28. And also yielding and paying during the term of the said piece of land hereby devised ^{additional} ^{portion} All the said several certain ~~and~~ contingent and other yearly rents and rates and compensation to be paid clear of all deductions

Agreed to by Lessee

3a. The Lessee hereby agrees with the Lessor as follows

on or before the 1st day of March in every year to the
Collector General on behalf of the Ruler a further
yearly sum or sum equal to the amount of the
land cess and village revenue cess and any other
cess which would or might be imposed except
or assessed by law on the said portion of land of the
same were found fixed under a negotiated settle-
ment the consent of the Ruler heretofore
received by Lawas 21 to 25 and the same being
as the Revenue payable to Government for the
purposes of calculating such further yearly
rent or sum. Provided always that such
further rent or sum shall not be payable by
the Ruler if the said part of land is by law
already chargeable or shall during the
demise become chargeable with land and
village revenue cess and other cesses payable
by Land Rulers under a negotiated settlement

To Miss
Hester

31. To pay the bill currently being sent to (12) and (13) -
 and respectively shall be one (1) and the said additional -

containing all other facts, explanation and data at the times and
places hereinbefore specified for purpose that of class of all
competitors

and Lovers

217
2. All other information which enters in the foregoing
document shall be given in addition for the time being in
respect of the same as the said information.

Acute
in a line
like a needle

33. The clear and unbroken line of hills off to the south -
that, I think, will be the line of the future - a good one to handle

to American
Linguistics

3/4. With this collector, prior from the date of these presents
to clear and represent the boundaries of the said piece of land
the collection of the collector and thereafter from time to time
within three calendar months of the receipt by the lessee of any
replication in writing from the collector to the effect aforesaid
clear and to certify the collection and that it is lawful for

121
5504
Forest Service

to clear and demarcate the said boundaries at the expense of the Lessee and that such expense together with a further sum equal to the amount thereof and by way of compensation for each such sum of default shall be recoverable from him by the assignor or the heirs hereinabove named and hereby made receivable.

Acte 2 - 1911

XV
not to interfere with
-fer with
wild
elephants

35. Not to destroy or interfere with any wild elephants which may occur in or upon the said piece of land except as provided in Order Act 1 of 1973 or any subsisting statutory modification thereof

nor with
full tribes

XVZ
26. Not to interfere with any member of any of the Hill tribes
of the Tehuacan Hills and in case the Mexican shall find it
necessary for the exercise of all or any of the rights or liberties
granted to it by these presents to close any paths or ways upon
the said piece of land or therein used by the members of such
tribe to provide other paths or ways to the satisfaction of the
collector.

*to pay
fine on
transfers.*

XIV

37.

To pay to the Lessor a sum not exceeding in the whole

the sum of four rupees per annum for every acre (and so in propor-

tion for any less quantity) of the said piece of land as shall be

fixed by the Collector if and so often as the Lessor shall assign

or transfer in part of the said piece of land of less than two

acres in extent

Stipulations in favour of the Lessor

*to permit
Lessor to
enter.*

38.

To permit the Lessor and all persons authorized by him or by

the Government of Madras or any officer thereof at all reasonable

times during the said term to enter upon the said piece of land for

the purpose of exercising all or any of the rights and liberties

hereinbefore expressed to be hereby reserved

Expiration of the Lease

XIX

39.

To deliver up to the Collector on behalf of the Lessor the

said piece of land and all buildings machinery and fixtures and all

trees and plants growing and all roads thereon in all respect in

such state and condition as shall be consistent with the due

performance of the covenants herein contained

*to deliver
up at the
end of lease.*

5702

*Proviso for
recovery of
rent and
for re-entry.*

40. If and whenever any part of the several rents compensation or sums heretofore reserved or made payable by the Lessee shall be in arrears and unpaid the same respectively shall be recoverable by the Lessor under the provisions of Madras Act 2 of 1864 or any subsequent statutory modification thereof as arrears of land revenue and if and whenever any part of such rents compensation or sums shall be in arrears and unpaid by a date to be fixed by the Collector or in and when there shall be a breach of any of the agreements by the Lessee herein contained the Lessor or any officer of the Government of Madras shall re-enter upon any part of the said piece of land in the name of the whole and thereupon this lease shall absolutely determine.

Agreed unto by the Lessor

41. The Lessor agrees with the Lessee in manner following

*for quiet
possession at
the rate of 1000*

42. To permit the Lessee or his paying the several rents compensation and sums heretofore reserved or made payable by him and to perform and observe the several agreements by the Lessee

5807

remain contained, exactly as laid and after the said premises -
remain the same without interruption by the Lessor or any person
claiming under him

~~XVII~~

*to permit
the Lessee to
renew.*

43. To permit the Lessee at any time during the said term he -
Lessee shall the said several parts and terms hereby reserved or -
said parts and terms reserved the several agreements on his -
part hereinafter contained respectively up to the time of the -
surrender to surrender all the leased premises but not any part
thereof to the Lessor at the expiration of twelve calendar months
notice in writing to the Collector of the intention of the Lessee
to do so

~~XVIII~~

to permit

44. That if the Lessee shall be desirous of taking a renewed -
lease of the said premises for the further term of thirty years
from the expiration of the said term hereby granted and of such
notice shall prior to the expiration of the said last mentioned term
give to the Collector six calendar months notice in writing and -
shall pay the rents and duties of the said several reserved or made -
payable and payable the several reserved rents on the part of the -

599
Lessee herein contained up to the expiration of the said term

heroby granted upon the request and at the cost of the Lessee to

execute and deliver or cause to be executed and delivered to the -

Lessee a renewed lease of the said premises for the further term of

thirty years at an enhanced yearly rent not exceeding four rupees

per acre (and so in proportion for any less quantity) of so much of

the said piece of land which may have been opened and cultivated -

and at the same yearly rent of eight annas per acre (and so in -

proportion for any less quantity) of the said piece of land which

*and at the same further yearly rent of same
reserved by clause 28 hereof*
shall not have been so opened and under and subject to the same -

provisions and agreements as are herein contained other than this

present agreement

Arbitration Clause

XX
1st. If and whenever any dispute or question shall arise between

the Lessee or the Government of Madras and the Lessee as to what -

portions (if any) of the said piece of land are "cleared" "opened"

"unopened" or "cultivated" as the case may be or as to the nature

of the cultivation of any part thereof so as to entitle the Lessee

608
to compensation under Clause 1. hereof or as to the compensation

to which the Lessee shall pay under clause 27 hereof or the rate

or amount of any such compensation or if and whenever any dispute

or question shall arise between the Lessee and the Lessee or Lessees

of any lands adjacent to the said piece of land hereby leased then

and to any such case the matter in difference shall be referred to

the Collector whose decision thereon shall be final

Interpretation Clause

16. The word "Lessee" shall include his successors and assigns

and the word "Lessee" shall include his executors and administrators

and assigns

In Witness whereof

Reading the Collector of Calcutta by order and direction of His

Majesty the Governor General of India in Council acting for and

on behalf of the Government of India have hereunto set their

signature under the seal and date first above written.

Class of reserved Tree	Round Rate per cart load			Squared Rate per cart load			Observations
	Rs	A	P	Rs	A	P	
Teak <i>Tectona grandis</i>	8	"	"	12	"	"	
Roswood <i>Dalbergia</i>							
<i>latifolia</i>	8	"	"	12	"	"	
Vengai <i>Pterocarpus</i>							
<i>Murupum</i>	6	"	"	9	"	"	
^S <i>Rapiculus</i> <i>Emar.</i>							
<i>quinatus</i>	4	"	"	6	"	"	to 100 ft. in height
Jack <i>Artocarpus</i>							
<i>integrifolia</i>	4	"	"	6	"	"	to 4, 7, 8, 10, 12, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100 ft. in height
Wild Jack <i>Arto.</i>							
<i>Carpus hirsuta</i>	4	"	"	6	"	"	at 100 ft. in height
~~<i>Ternstroemia</i> <i>tormentum</i>~~							
<i>tormentum</i>							
<i>Diospyros</i> <i>albium</i>	6	"	"	9	"	"	to 100 ft. in height
~~<i>Artocarpus</i> <i>fraxinifolius</i>~~							
<i>fraxinifolius</i>							
<i>Calophyllum</i> <i>slai</i>							
<i>slai</i>	4	"	"	6	"	"	to 100 ft. in height
Cinnamon <i>zey</i>							
<i>lanceum</i>	1	"	"	1	8	"	

Cardamoms

Wild pepper

Mattipal (*ailanthus Malabarica*)

Spinger

Dammer, three qualities (*Amorium strictum*)

White Dammer (*Victoria indica*)

Saffron

Soap nut

Gall nuts

Shethankottai (*Stychnos potatorum*)

Indian Mulberry

Stoney

Wax

Deer and Sambar horns

Elephant tusks

Rattans

Tikoi (*acacia Concinna*)

Cassia or Camamon birds.

Signed by the receiver of

in the presence of -----

Signed by the receiver of

in the presence of -----

6412

一、
 二、
 三、
 四、
 五、
 六、
 七、
 八、
 九、
 十、

11

[illegible]



No. 745

Muzrai 19th November 1897.

From,

William Morgan

As: Government Solicitor

To,

The Secretary to Government

Revenue Department.

Sir,

I am in receipt of G. O. No. 5622 Muz dated the 3rd Instant.

2. I understand that it is the desire of Government to provide for payment by the Lessee, of Land Cases, Village Service Cases, and any other Cases that may attach to the leased lands, on the supposition that they are held under Ryotwari tenure, and should it eventually be ascertained that such lands are not held under Ryotwari tenure, that that sum equal in amount to such Land and other Cases, as would have been payable had it been land held under a Ryotwari tenure, shall still be paid to the Lessee.

3. I have inserted a Clause No 28 in the Lease carrying out this object, and providing that for the purpose of calculating such sum the rent payable in respect of the leased lands shall be taken as the Revenue payable to Government.

4. I have also altered such of the other clauses as are necessary to meet the above clause.

I have the honor to be

Sir

Your Obedient Servant

William Morgan

Acting Government Solicitor.

Printed 1

The Right Honorable
the Secretary
of State for India
in Council

Lease of land in the
District of Bombay
for Coffee Cultivation

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THESE DEEDS
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as also the estimated
land & to be taken under demarcating the land
then rule, he

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It is submitted that as
show this information co
the words may perhaps b
the words "and the upset-
words "and annual assessm
are meaningless in the case of

On receipt of the deposits he
shall as soon as possible cause
marked out and shall exclude fr
he found on survey beyond the
ends where the collector has been specially
appointed to take the survey
portion of his deposit for survey a

No. 495, REVENUE, 28TH SEPTEMBER 1896.

If the applicant withdraws his application prior to the date of sale, it shall be dis-
y with the Collector to proceed with the sale or not as he considers best for the
terests. In such case, the applicant will be entitled to the refund of so much only of
its under rule IV as may not have been expended in publishing the advertisements and
ions under rule V.

The lease of the land shall be brought to sale on the day appointed, provided—
(1) that the application has not been withdrawn, or that if withdrawn, the Collector has
under rule V to proceed with the sale, and
(2) that no claim of private proprietorship or exclusive occupancy or of any other right
patible with the lease of the land under these rules has been preferred and admitted by
ollector as sufficient ground for the postponement of the sale.

At the appointed time the approximate area of the land as plotted on the map shall be
ced and the lease of the land for a period of 30 years shall be put up for sale at an upset
f Rs 5 per acre and sold to the highest bidder above the upset price, subject to the
ng annual assessment payable on or before the first March of every year:—

- (i) During the first five years of the lease, eight annas per acre per annum on the holding.
- (ii) From and after the beginning of the sixth year of the lease, two rupees per acre per annum on so much of the holding as shall have been cultivated and eight annas per acre per annum on the remainder, provided that in no year after the first five years shall the assessment be less than the following:—

In the 6th year Rs. 2 per acre per annum on $\frac{1}{8}$ of the holding and 8 annas per acre per annum on the balance.

"	7th	"	"	"	$\frac{1}{8}$	"	"
"	8th	"	"	"	$\frac{1}{8}$	"	"
"	9th	"	"	"	$\frac{1}{8}$	"	"
"	10th	"	"	"	$\frac{1}{8}$	"	"
"	11th	"	"	"	$\frac{1}{8}$	"	"
"	12th	"	"	"	$\frac{1}{8}$	"	"
"	13th	"	"	"	$\frac{1}{8}$	"	"
"	14th	"	"	"	$\frac{1}{8}$	"	"
"	15th	"	"	"	$\frac{1}{8}$	"	"
"	16th	"	"	"	$\frac{1}{8}$	"	"
"	17th	"	"	"	$\frac{1}{8}$	"	"
"	18th	"	"	"	$\frac{1}{8}$	"	"
"	19th	"	"	"	$\frac{1}{8}$	"	"
"	20th	"	"	"	$\frac{1}{8}$	"	"

In and after the 21st " " " $\frac{1}{8}$ " "

(i) No assessment shall be leviable on public roads accepted as such by the Collector. For the purposes of calculating the assessment leviable in any year the Collector shall be judge whether the land is or is not "cultivated."

Every lease granted under these rules shall run from the date of its execution; but the rent payable thereunder shall be leviable in respect of the official year and shall fall due 1st March in each year of the lease.

Every bidder shall deposit 10 per cent. of the upset price before bidding and the full bidder shall pay the remainder of the purchase money plus all expenses under rules within thirty days on pain of forfeiture of his deposit.

Arrears of annual assessment shall be recoverable as provided under section 66 of the Forest Act V of 1882 in the same manner as arrears of ryotwari land revenue are or may be recoverable by the law for the time being in force in the Madras Presidency.

Lands, the lease of which has been sold under these rules, shall continue subject to the law applicable by law.

The existing and customary rights of Government, of other proprietors and of the existing roads and paths and in streams running through or bounding lands leased under these rules are reserved and in no way affected by such leasing.

Brisson.

Law, cases & local rates as may be
imposed on
law be payable in respect of ryotwari
lands

C. No. 6640 of 97

From the Board of Rev: Land Rev:

Dated 30th July 1897.

FOR ORDERS.

In April 1897

Gout Solicitor, with refer
to certain orders previous
issued by Gout, submitted
approval a revised form
lease proposed to be gran
respect of lands for coffee
cultivation on the Anamalai
In this form according to
were embodied all the en
cations which the Gout
desired should be carried
in the original draft pr
by him. It was thought
before carefully examining
draft and circulating it
orders it was desirable
tain the Board's views ch
and the papers were acc
referred in G.O. n° 2013 m
to the Board
14th April 1897, for very early

This is a carefully prepared and valuation
Note. The very Note within. There
some in the 10th instructions noted
only where from. Attention our note
is attached.
A.S. 3.9.97

be actually spent in such survey and
depositor shall pay to the Collector
at the request of an applicant
land in the said survey and the
shall pay the expenses of survey
surveying and the
Case shall be taken that the
the date fixed for sale no lot
surveyed and durable boundary

and in surveying and demarcation
under the

Notes on the
for order as to whether can
allowed to "stoppage" for
sale obviously have to be sh
for the purpose

XI Lands the lease of which are
containing subject to all general
rates as may be lawfully

XIV Every lease granted
shall be subject to renewal
lessee provided that it
to enhance the assessment
renewal of the lease to a
4 per cent on the enhanced

No. 495, REVENUE, 28th SEPTEMBER 1896.

(xviii) The lease shall be subject to renewal at the option of the lessee provided that the assessment on opened land may be enhanced on renewal of the lease sum not exceeding rupees four per acre on the cultivated area.
(xix) If the lease is not renewed the lessee shall surrender the land with the thing standing thereon to Government.
(xx) For the purpose of these rules the Collector shall have power to divide what portions of a holding are "cleared," "opened," "unopened" or "cultivated" as the case may be. He shall also have power to decide what cultivation is admissible under condition (xii).
9. Land which has once been relinquished under condition (xvii), or which has been resumed by Government, will on re-sale by auction be liable to pay the assessment of rupees two per acre on all cleared or cultivated portions from the commencement of the new lease and the terms of condition (ii) shall be applicable to the portions thereof unopened at such date.
10. A supplemental standing order embodying the rules laid down in the Proceedings should be submitted for the approval of Government as soon as the order of lease to be issued has been settled.

(True Extract.)

(Signed) G. STOKES,
Ag. Secretary to Government

To the Board of Revenue (Land Revenue).
" the Government Solicitor.
" the Collector of Coimbatore.
" the Public Works Department.
" the Local and Municipal Department.
" the Financial Department.

APPENDIX. III

Rules for the leasing out of lands on that portion of the Anaimalai forest reserve Coimbatore district which lies on the slopes draining towards Travancore and Cochin

I. Applications for land in this reserve shall be addressed to the Collector of the district and shall be accompanied by a tracing of the topographical map of the Survey of India which shall be marked the block of land applied for. The applications shall contain the particulars:—
(a) The estimated area of the land applied for.
(b) The situation of the land and its boundaries as accurately as can be stated.
II. No lot shall exceed 1,000 acres and no lot shall be less than 160 acres, unless specially ordered by Government.
III. Every lot shall be compact and shall include no more than one block of land of being surrounded by a ring fence. A block of land will be regarded as one block although a public road may pass through it.
IV. On receipt of an application under rule I, the Collector shall require the applicant to deposit 10 per cent. of the upset price, which deposit will be refunded in case the lease is not bought in by the applicant, and shall thereupon advertise the lease of the land in the Collector's office at a specified hour and on a specified date which shall not be less than three months after the deposit of such sum.
V. A notification of the intended sale of the land specifying the locality, the approximate extent and annual assessment of the land, and the place, time and conditions of sale shall be posted for three clear months on the land itself as well as in the office of the Tahsildar of the taluk. An advertisement of the intended sale shall also be published in one or more of the principal newspapers of the District Gazette and published in the office of the Collector, Ceylon and Singapore. If the sale be not completed on the date fixed in the District Gazette and published in the office of the Collector, the Collector shall send to the applicant, by registered letter written notice that may be present and to be posted up in his office.
VI. The Collector shall send to the applicant, by registered letter written notice of sale; but no sale shall be postponed in consequence of the non-receipt of the notice of sale; but no sale shall be postponed in consequence of the non-receipt of the notice of sale.

2 The Board has in consultation with the Collector of Coimbatore had the draft form of the lease again revised by the Govt Solicitor and now submits with proposals for a few modifications two separate draft forms of lease, to meet the cases of the original applicants who have been allowed the privilege of purchasing their lands at Rs 5 per acre and of those others who may make their purchases at auction sales. It was the Collector that suggested the necessity of having two separate forms as well as of the introduction of certain important modifications in their wording, while the Board seems to have confined its attention to supporting and in one instance negating the Collector's suggestions. Certain difficulties raised by the Govt Solicitor have consequently been overlooked by the Board in its present Prop, nor does it appear that it has critically examined the revised

FOR ORDERS.

Under Sec 57 Act of 1884 the Land Revenue is a tax at a certain amount on the annual rent value of all occupied land. Under Sec 64 the annual rent value of land held from Govt under a ryotwari settlement is the assessment payable to Govt + Water rate. The only meaning of "ryotwari settlement" is a settlement made by Govt with individuals under Govt without the intervention of a middleman. I have no doubt, therefore, that the land is held under a ryotwari settlement, & that the "rent" therein fixed is the assessment payable to Govt.

Similarly, by Sec 10 of 1893 the Village Service Cess is a cess which Govt may impose on all holders of land on ryotwari tenure. I have no doubt, therefore, that what the Courts have decided that these men are liable to it, but the existence of doubt in some people's minds is possible.

I think therefore that a proviso might be introduced into the lease saying that these men are liable to Land Cess, Village Service Cess & any other cess that may be imposed by law on land holders under a ryotwari settlement.

Since writing the above I have

drafts of the forms received it from the Govt Solicitor. the following paras therefore all the points connected with the drafts now submitted on which orders have to be passed or on which doubts are entertained are briefly set forth and discussed.

3. Preamble to the forms. In the conditions given in para 8 of G.O. No 495 Rev. dt 28th Sept 1886 (vide items ii and iii) as well as in the rules appended to the G.O. the sums payable annually by the lessees in respect of the leased lands was designated "assessment" instead of "rent". The word made use of throughout the draft forms now submitted is however the latter and not the former. From page 12 of Mr Arundel's note stitched with the original of the G.O. above quoted, it will be seen that the word "assessment" was intentionally used so that there might not be any difficulty

4
in the levy of land and village
cesses. Mr Arnold had also
suggested that in order to
avoid confusion or miscon-
ception it might perhaps be
better to speak of these leases
as "Special pattas". She thus
in deciding that provision should
be made for the levy of land
and village cesses apparently
approved of Mr Arnold's sugges-
tion but added that the con-
ditions of the Sheveroy lease
should be inserted. The form
of the Sheveroy leases however
makes reference to "leases"
and "rents" and a lease seems
to connote "rent" and not
"assessment". In ^{the} Sheveroy ap-
parently no difficulty has been
felt in collecting land or village
cesses. These forest lands are
leased out by Govt as owner
of the forests and the case
seems to clearly fall within
the provisions of Sec 64 (iii) of
the Madras Local Boards Act
of 1884. It is, however, doubtful
whether lands leased out by Govt
can

from the Adv. Gen.'s opinion in Census
6729. He suggests that it may be
an essential feature of a
Ryotwari Settlement that the ryots
can relinquish fields or portions of
his holding annually, & denote whether
tenants who hold land for a limited
number of years only are holders of
land under a Ryotwari Settlement.
Now these men can't relinquish portions
of their holding annually, though they
may relinquish the whole of it after
a year's notice, & there is also only
for 30 years. This adds force to my
suggestion as to the phrase to be added
to the Agreement.

E
(1) (2) (3) (4) (5)

I doubt this. Pattas are leases.
JG

It will seem that but an important
matter in the liability to pay land &
village cess that will be left to depend
on further about "rent" or "rent" and then
the liability to the cess will not be
in it in the document. B
itself.

125877
~~Yes. It is suggested that for the two
Liability to pay land & village cesses, the value
there may be room for doubt.~~

See above. It would not do to
suggest, by the inclusion of
these two cesses, the exclusion
of any other cesses future laws
may impose.

G

5
can be called ryotwari lands and
whether a cess can therefore be
levied under Sec 7 of the Madras
Village Cess Act IV of 1893. The
Office note on which Mr Arnold
based his remarks dealt with
only the question of land cess
Orders are in these circum-
stances solicited as to whether
the words "Special patta" and
rent "assessment" should now
be substituted for "lease" and "rent".
4. In rule 6 of the
rules appended to para 8 of
GO. No 495 Rev. of 28th Sept
1896, the Govt had prescribed
that the lessee should within six
months of the issue of the
lease clear and demarcate
the boundaries of the holding
to the satisfaction of the Collector
and should should subsequently
in like manner clear and
demarcate them within three
months of any special requi-
sition to that effect made by
the District Forest Officer &c. In
December last, however the
Collector proposed that provision
should

6
should be made in the lease
for a special boundary or out-
line Survey after the lines were
cut, such a Survey being in
his opinion necessary in most
if not all cases. The Board
agreed with the Collector and
added that the assessment
should be charged on the area
found on the above Survey
and that once a block was
granted ~~no subsequent~~ no sub-
sequent rectification of the
boundary should be allowed.
The Collector's proposal as modi-
fied by the Board was accepted
by Govt in G.O. No 102 Rev: dtp
1604 Feb 1897 and the Govt Soli-
citor was asked to make the
necessary provision in the
form of the lease which was
then under preparation. In
submitting his draft however
the Govt Solicitor pointed out
that as the lease purported to
be a demise of a particular
piece of land described in
the first Schedule appended to it
and delineated in the plan
thereto

4. 7
thereto attached, the land should
be described by giving its Survey
numbers, boundaries and
extent and that the boundary
or outline Survey should therefore
be made before the lease was
granted and not after it. When
the Collector was recently con-
sulted by the Board, that Officer
expressed his opinion that as
the clearance and demarcation
could be insisted upon only after
six months from the date of
the lease and that as the out-
line Survey must be postponed
until such clearance and de-
marcation were made, the
land demised could not be
described in the manner sugges-
ted by the Govt Solicitor. He
added that he could not see
why provision should not be
made in the lease for the pay-
ment of assessment upon such
area as might be ascertained
at the clearing and demarca-
tion to be conducted by the
lessors. The Govt Solicitor
now states that a lease is
Something

Something more than an instrument providing for payment of assessment or rent and that under Sec 105 of the Transfer of Property Act and Sec 21 of the Registration Act its subject cannot be "some undefined immovable property which is not to be defined until after the lease has been granted". The only course, he says, which can be adopted in the circumstances reported by the Collector is to grant instead of a lease an agreement for a lease to the effect that "the lease, setting out its terms in full, will be granted when the survey is completed and the boundaries and actual area ascertained". He has accordingly modified the forms of the two leases by substituting the word "agreement" for the word "indenture" or "instrument" in the first clause of the preamble and making clause 4 thereof run as follows:-

"And whereas for the purpose of carrying the said sale into effect

It is safer to do, I think - The omission may do harm; the insertion cannot

The agreement (from its very terms) could not be carried out before the survey completion & the survey & ascertainment of the boundaries & therefore it seems unnecessary to specifically state that it should be carried out after such completion & ascertainment

11th 19.8.97
I concur
89

B
(rule 67)

the lessor has agreed to execute in favour of the lessee such a lease of the said piece of land as is hereinafter contained". The Board has accepted the Govt Solicitor's views without comment but considers that at the end of the above clause it is desirable to add "when the survey of such land has been completed and the boundaries and actual area ascertained". From what has been already stated above ~~from the circumstances~~ ^{what has been} it will be seen that this addition is in accordance with the views of the Govt Solicitor and it is not clear how he came to omit it when drawing up the revised forms of the agreements. In ~~proposing~~ ^{proposing} this addition, however, the Board has not made it clear what survey is therein referred to i.e. whether it is the clearing and demarcation of the boundaries of the land which the lessee has to undertake within six calendar months from the date of the agreement or whether it is the "Special boundary or outline survey" after

(after the lines are cut), referred to in G.O. No 102 Rev. of 16th Feb 1897 the only provision made in the draft forms of ^{the} leases for a "Survey" other than the clearing and demarcation of the boundaries (para 33) is in para 24, wherein it is stated that the extent of the "land from time to time (cleared and cultivated)" should be "ascertained by actual survey at the expense of the lessor". Such a Survey or demarcation as is ^{not} mentioned above is apparently not sufficient to ascertain the exact area involved and it seems therefore desirable to make provision in the ~~proposed~~ agreements themselves for the entire Survey originally proposed by the Collector and sanctioned by Govt. The Collector has if this view is concurred in, the next question for consideration is who should bear the cost of such Survey.

5. It has been ^{indicated} already ~~stated~~ above that the draft forms of the ~~lease~~ agreements ~~already provide~~ make provision for

Then run the two cases which it is necessary to keep distinct.

1. The case of the original applicants: It is necessary in this case of to have in the lease a provision to pay the cost of ~~survey~~ survey and demarcation.
2. The case of purchasers of the land to be bought. In this case it is best to follow the procedure under the Salun lands rules. viz.

- I. An application is made.
- II. Govt. to advertise the sale.
- III. Govt. to call on applicant to deposit estimated cost of survey and demarcation.

2nd point for orders.

Submitted that this should be done ^{the} 14th 1897

- IV. The receipt of survey land when surveyed and demarcated in completion of survey to be sold. If land is not bought by original applicant cost of survey is refunded and land from purchaser.

I submit these latter conditions to be enforced. There is nothing corresponding to 111 & 112 in the Khamatun rules.

It will certainly be ~~submitted~~ ^{submitted} for orders.

to Rules & modify Condition VI, 82 as to provide that the Applicant shall deposit the estimated cost of the Outline Survey with the collector, that the collector shall get the work surveyed & demarcated, that he shall afterwards sell the work & auction, & that if it is sold to any one else than the applicant he shall charge the amount deposited for the Survey to the purchaser & refund it to the applicant; but I don't see how a provision to pay the cost of survey by the Govt. can be entered in the agreement of the original applicants, who have already bought their blocks, or of the persons who have already bought or contemplate buying land advertised for auction under the present rules & conditions. For this case it would be unjust to make an entirely new obligation in the agreement, but I think the provision suggested in the body of the note will suffice & should be of the note will suffice & should be ^K

The word survey is likely to mislead in this connection. What has to be done is that a Rev. Insp. shall enclose the cult. area to ascertain that the conditions of the lease have been complied with and then that the cult. is properly improved. Such measurements are made in Khamatun in station on the plain and it has always been required that Govt. Insp. should do so & make return. The cost I submit should not be charged to govt for orders the house.

Should the time to time survey of cultivated area be done at Govt cost or at lessee's cost? I submit that in the interests of Govt it should be done at Govt cost. The question is, who is to pay? It should be done by Govt but paid for by the lessee.

6 from time to time for the Survey of cleared or cultivated lands at the expense of Govt for purposes of levying assessment, while the clearing and demarcation of the boundaries are according to para 33 of the draft forms to be undertaken by the lessees apparently at their own cost. The Collector was of opinion that the lessees should be required to pay for the Survey of cultivated lands, but the Board considered (reason not stated) that it should be carried out at the expense of Govt and instructed the Govt Solicitor to modify the ^{forms} ~~lease~~ accordingly, it being added that "if the ordinary staff is found to be insufficient it can be augmented". The point being one on which no specific orders had been issued in the previous G.O., the Board should, it is submitted, have brought the matter to the specific notice of Govt. The Board has not done so and the point is now submitted for orders. If the cost of

Such surveys is to be borne by Govt, should say. Govt always does make of pay full measurement related to its assessments & Govt.

Grant, the outline or boundary survey - the first survey for determining the amount of assessment leviable - may also be carried out perhaps at State expense, it being understood that the clearing and demarcation of the boundary would, as provided for in para 33, be undertaken by the lessees or at their expense. If it is thought that an outline survey is necessary and that it should be carried out at the expense of Govt it is submitted that for the addendum proposed by the Board to clause 4 of the preamble the following may be substituted

" when a survey of the said piece of land which the Govt of Madras will cause to be undertaken at ^{State} expense after the boundaries thereof are cleared and demarcated by the lessee or at the lessee's expense as hereinafter provided is completed"

As the time when any particular block will become available for

rules. Under Condition XVIII the lease is subject to renewal at the option of the lessee on certain terms. This is set out in the Agreement - form, but not in the rules. A rule to this effect should be added to them.

MM 85

Such work can be done by Rev. Inspt. Gmils will they are situated in survey now. If not a special man can be got.

I do not see why the landowners should pay the cost both of the outline survey, & the subsequent surveys. The cost should be left to decide by what officer it shall be done.

The outline survey is a part of the procedure whereby an applicant will (by bidding at auction) obtain permission. He should pay. But I think Govt should pay for as well as conduct the subsequent surveys required for the determination of the area which it is to put to the extra assessment. These subsequent surveys will be Rev. Insps' surveys (at least) & will cost little or nothing. But to keep on year after year recovering their cost from planters will cause much irritation - it won't be worth it.

I think there is much to be said for this. Since 14. 1894. I agree with him.

Survey cannot be determined it is presumed that the work should be undertaken by the Survey Staff of the Forest Dept (augmented if necessary) and not by the Officers of the Madras Survey Dept.

Para 4 of the lease. This para provides that the lessee shall not take out of the limits of the Anamalais any classified or reserved trees without paying seigniorage, the rates being fixed in the case of classified trees at 3% of the maxima notified for the district "and in the case of trees of the kinds hereinafter expressed to be hereby reserved such rates therefor respectively as are mentioned in the Second Schedule hereto". From the list appended to the Collector's letter on page 3 of G.O. No 495 Rev. dy 28th Sept 1896, para 8 (viii) of that G.O. and from the notes (paras 11 & 12) still with G.O. No 111 dy 20th Feb 1897 it will be seen that the original intention of the Collector, the Board and the Govt was apparently to

14
to reserve not only such trees as have been "reserved" under the provisions of the Forest Act but also a number of classified trees. The list submitted by the Collector was however curtailed by Govt by the omission of all but three classified trees in addition to those which might properly be called reserved and these have been given in Schedule II attached to the lease under the head "Class of reserved trees". The Board now states that as the Schedule purports to contain a list of reserved trees the three trees might be omitted therefrom. The only advantage of having them in the reserved list is that it would enable the Forest Dept to levy the maximum royalty rates instead of three fourths. It is submitted that this can hardly be considered to be a sufficient set-off for the inconvenience and probable confusion which may arise if the terms "classified" and "reserved" are made use of in two senses and the Board's proposal

14
* Terminalia Panniculata
do Sormentosa
Acercaurus propinqua
paxifolius

? The Board is of the opinion that the trees should be left in the reserved list.

Yes it may be for orders
29/11/1917
J. C.

15
proposal may it is submitted be therefore accepted.
7. Para 5 of the form
The Collector thought that in this para the relative rights of the Govt and the lessees in the matter of minor forest produce had "not been made clear". In the latter copy of his letter sent to the Govt Solicitor, the word "not" in the expression "not be made clear" would appear to have been omitted and the latter officer has therefore assumed that so far as the above point was concerned his draft had the former's approval. The Board has not tried to explain how the mistake or misapprehension has arisen but merely repeats the Collector's statement and suggests that for the first three lines of para 5, the following may be substituted:-
"Liberty to the lessee to enjoy the free use of the minor forest produce of the said piece of land such as is mentioned in the third Schedule hereunder"
written

written but subject to the condition that he shall not sell or barter the same and that the right of collecting the produce for purposes of trade shall continue to vest in the Forest Dept through the Agency of the Kader and other hill tribes and that &c."

The modification proposed by the Board seems to make the matter clear and may it is submitted be accepted subject to the alteration of the word "Kader" into "Kaders".

8. Para 16 of the

forms. This para restricts the liberty of Govt Officers to enter upon leased lands by enacting that such entry should be made only in the case of uncultivated lands. For the survey from time to time of cultivated lands, ^{in view of} for fixing the enhanced assessments (vide para 24), for the outline survey if one is decided on, ^{for the purpose} for the clearing or demarcation of boundaries in cases of default by lessees (vide para 33) for inspection and

6th point for order

11/25/97

If it is decided to do this at all

and for enquiring into offences it will, it is submitted, be

necessary for Govt Officers to enter upon not only uncultivated lands but also cultivated lands. It seems therefore desirable to make special provision on the above accounts and this it is submitted can be done by dividing para 16 into two paras and revising the wording as follows, the necessary alteration being also made in the numbering of the subsequent paras:-

"16. Liberty to enter upon any part of the said piece of land not under actual cultivation for the purpose of passing thro' the same in to any inspection bungalows and other buildings the property of the lessor and from such buildings to the nearest drinking water or for any other purpose which shall be specified in writing by the Collector."

"17. Liberty to enter upon any part of the said piece of land whether cultivated or not cultivated

17
No special provision is needed for this purpose

11/25/97

7th point for order

for

"for the purpose of making any
"inspection or survey or clearing
"of boundaries or demarcation
"of boundaries or to enquire into
"any offence against any law"

9 Paras. ²²~~23~~ to 26

of the Forms. The question as to who should pay for the survey which is from time to time to be undertaken for purposes of fixing the assessment has already been submitted for orders. It will be seen that in paras 22 and 23 it is provided that from and after the sixth year Rs 2 shall be levied per acre of "cultivated" land while in para 24 it is provided that the extent ~~of cleared and cultivated~~ from time to time "cleared and cultivated" will be ascertained by actual survey at the expense of Govt. As the draft stands therefore the words "cleared and" convey no additional liability or disability to any one. The Collector however states that "payments are to be made on the acreage of cultivated not cleared

his last part is, I submit, unnecessary, being covered by law.

It will do no harm.

The suggestion has been put in and open.

25 MW

It forms the 3rd point for order

I have said that I think the land owner should pay.

and I think Govt. should pay.

pay MW

I think Govt. should pay, for the reasons given

by him in his Note at page 13.

25

J (10/10/14)

+

There is no contradiction. For land which is cultivated must have been "cleared" but "cleared" land need not necessarily be cultivated. And it is this last fact which would make it important to the planter whether the enhanced rate was levied on "cleared" land or on "cultivated" land.

11/11/24.5.97

11/11/27

B

The Board's objection was that the rule as to the levy of enhanced assessment (G.O. 495-B) might act as a stimulus to overclearing. Properly speaking they could only act as a stimulus to cultivation since the rule in question does not impose the enhanced rate on land "cleared" but not cultivated.

11/11/24.5.97

"cleared with the minimum laid down" and that "this might be a very important distinction for the planter." Tho' later on he has said that "the extent of cleared and cultivated land on which payments have to be made will have to be ascertained by actual survey." The question now for consideration is whether the enhanced rent ^{with} the minimum laid down should be levied on all cleared lands or only cultivated lands. In G.O. no 495 Rev. dy 28th Sept 1896, the Govt decided that this rent should be levied on cultivated lands, the minimum area on which such rent should be charged being so fixed as to make it 1/2 the total area in 15 years and 1/3 in 21 years. Subsequently however this decision was modified by Govt on the representation of certain applicants and the Board of Rev. and it was ruled that the enhanced rate should "not be imposed upon more than 50 per cent of each holding unless

"unless a larger proportion is
 "actually cleared in which case
 "the whole amount extent so cleared
 "will be chargeable with the en-
 "hanced rate" but that "Subject to
 "this modification, the periods
 "within which the enhanced rate
 "will be chargeable upon fixed pro-
 "portions of the holding will re-
 "main unchanged" (para 1 of
 G.O. No 694 Rev: dy 4th Decr 1896
 based on Hms' notes recorded on
 page 2 of the Office note). Under
 existing orders, therefore, the en-
 hanced rate has to be levied on
 the cultivated area with a mini-
 ma until the end of the 14th year
 and thereafter on the cleared area
 with the minimum of $\frac{1}{2}$. If
 these orders are to be carried
 into effect para 23 of the draft
 forms will have to be ^{amended} ~~altered~~
 by the addition of the words
 "and from and after the fifteenth
 year of the said term cleared"
 at the end of the para; the ex-
 pression "cleared and cultivated"
 in the next para being altered
 into "cultivated or cleared"

N

O

Submitted that Govt. did not intend
 this distinction but in the 2nd
 order took in the "cleared" land
 to be equivalent to "cultivated"
 land.

Wm
 24.8.97 11/18/97

8th point for orders

The enhanced rate is the im-
 posed upon land cleared and culti-
 vated, not on land that is only
 cleared.

Again I cannot
 agree. I think the in-
 tention was that cleared

land should be considered as cultivated,
 and it seems to me that this is necessary
 for the avoidance of disputes. Whether land
 is cleared or not, it is easy to say; but not always
 so easy to say whether it is cultivated or not.
 Then a man clears and does not cultivate, he
 does mischief, fine & simple. I don't think
 he should thereby escape any liability.

The Hon. Sir H. Blain's proposal would be the more favorable to
 the Revenue; and on one thing is it necessary to insist to
 prevent the land from being taken up for that purpose
 and then the land should be considered to be cleared.

10. Para 33 of the

forms. This para sets out
 that the lessee shall clear and
 demarcate the boundaries of
 his land to the satisfaction of
 the Collector within certain periods
 and that in cases of default
 the S.F.O may undertake the
 work and recover from the lessee
 the costs incurred and by way
 of compensation an amount
 equal to such costs. In para
 of G.O. No 694 dy 4th Decr 1896,
 the Govt when accepting the
 Collector's suggestion to impose a
 penalty in cases of default by
 lessees had not fixed the amount
 of ^{such} ~~that~~ penalty. This amount
 the Collector thinks should be
 equal to the costs incurred and
 the condition above referred to
 been inserted by the Govt Solicitor
 substituting the word "compen-
 sation" for "fine". The amount
 proposed by the Collector seems
 to be adequate and the addition
 made may, it is submitted, be
 therefore accepted. Orders are
 in this connexion also solicited.

The Hon. Sir H. Blain's proposal would tend to save
 no from disputes with the lessees. This is, I
 consider important. I apprehend that the ^{difference in} money
 payment involved will be immaterial; and
 moreover, Sir H. Blain's proposal is calculated
 to stimulate actual cultivation. On these
 grounds, I prefer the Hon. Sir H. Blain's
 proposal, and I accept it.
 17.9.97

N

Yes
 25

9th point
 for orders

as to whether it will not be better
to substitute for the words "it
shall be lawful for the District
Forest Officer of to clear and
demarcate the said boundaries"
"it shall be lawful for the District
or any other Officer authorized by Govt O. 40 in
this behalf
Forest Officer of to cause the
said boundaries to be cleared and
demarcated."

11 Para 45 of
the forms. In sub para 2
of this para it is stated that
"the Collector of Comblat by
order and direction of H.E. the
Governor General of India in
Council" signs the document.
In the first place it is submitted
that the matter is not having
been taken to the notice of
the Govt of India it is not clear
how the Collector can be considered
to sign under the orders of H.E.
the G.O. in C. In the case of the
Shevaroy leases, the Collector was
signing "by order and direction
of the Rt Hon the Governor in
Council of Fort St George". In
the second place it is submitted
that it is doubtful whether the
Collector

as said
authorised by Govt O. 40 in
this behalf
10th point
in order
his fault for signing fault for so but the
additional words can do no harm.
I agree. May not be inserted.
Jg BN

E

There is I submit only one
provision of law under which these
leases can be issued and that
is Sec 18 of the Forest Act.
Under that Section the Govt
of India have nothing to do
with the matter which is to
issue by the Local Govt and
I might be asked by any one
its behalf. I think every effort
should be made to make it
clear that the leases are
issued under Sec 18.

I quite agree with Sec 18 point
Jg
28/8/97
BN
30/8/97
18.VIII.97
39.97

Collector under existing orders is
competent to sign such a docu-
ment as the present one. From
item I printed on page 8 of
G.O. No 356 Intd dt 25th April 1895
it will be seen that in the case
of the Forest Dept, Collectors are
authorized to sign only "Contracts
and other instruments in matters
connected with the administration
and working of forests and with
the business of the Forest Dept
generally". The case seems to
fall within the provisions of
the next item J.I and the do-
cument in the present case should
apparently be signed by a Secy
Lary to Govt. Of course if it is
called a special patta and the
Secy of State's name omitted there-
from, the Collector can evidently
sign it. Orders are solicited as
whether to the Govt Solicitor should be
consulted on the point.

26.8.97

Draft 50
(50) 9.5.
9-7

Revenue (1897) Department.

CURRENT No.

Issue G.O. See
Shard: carefully
that it is carefully
copied. Better make
a fair office copy
of the same time
U.S.
6.11.11

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

From

The Ag. Govt. Solicitor
Madras.

For Orders.

In accordance with
the decision arrived at in G.O.
mise no 5622 Res: dy 3rd Nov:
1897(2), the Govt. Solicitor
has made the necessary addition
to the draft forms for the levy
of cesses in ^{the} leased lands in-
serting the same as para
28. The draft G.O. flags (Y)

No. 1/145.

Dated 19 Nov.

Received 20

Registered 22

Enclosures 2.

Spare copies.

SUBJECT.

which has already been partially
approved by the H.M. may it
is submitted be now issued
in connection to the addition of
the following as Subpara (5)
(c) of the G.O.:-

Yes Inserting a clause No 28 in
the lease of land in the District
of Coimbatore for Coffee cultivation
Ex.

The new para regarding
the levy of cesses proposed to

22.11.11

proposed to be inserted as para 28 of draft forms is approved. It may be mentioned here that the term "land cess" is not referred to or defined in the Local Boards Act, but as the meaning is not likely to be misunderstood it may it is submitted be allowed to stand.

27.11.97

29.11.97

14.11

27.11.97

BACK PAPERS.

G.O.	No.	Department.	Date

I think it may in many cases the general words following which will prevent avoidance of the point.

FURTHER PAPERS.

G.O.	No.	Department.	Date.
			3/12/97

half question done. The answer of the question will be submitted for order by as soon as the budgets and reports are submitted.

Dr. M. S. S. S. S.

4/12/97

211X

(b) (c) The Govt. considers it desirable to expressly reserve the payment of Land, Village and other Cess with the rent, and the following modifications and additions will also be made in the drafts prepared by the Govt. Solicitor.

(i) In the preamble, for the words "Subject to the Rents hereinafter reserved, the words "Subject to the rents rates taxes and Cesses hereinafter reserved" will be substituted.

(ii) The heading of para 20 & 21 will be altered into "Rents rates and taxes".

(iii) After para 26 the following new para will be added.

" And yielding and paying to the Collector for and on behalf of the lessor in respect of the said piece of land and on such dates as the Collector may in writing prescribe in that behalf all taxes rates and Cesses which under Madras Act.

712
of 1884 (the Madras Local
Boards Act, 1884) and Madras
Act IV of 1893 (the Madras
Village Cess Act 1893) or any
subsisting Statutory modifications
thereof of the said two Acts and also
under any other law for the
time being in force in the
Part of Madras are now
levied or may be levied on
lands held under ryotwari
tenure and which may be
demanded of the lessee by the
Collector in writing

Note

The H.M. evidently wants the
names of the Acts specified. For
orders as to whether to the above
the following should be added
"the rent payable by the lessee
to the lessor being taken as
ryotwari land
Revenue payable to Govt. in
all cases where the determi-
nation of the amount of
the

14
the said rates or cesses
payable by the lessee
depend upon such revenue"

B.M.
12. IX - 97

15 16P
Read again G.O. No 2013 A
56224. 18 97
also cis. 66 40 97 of 97 A
cis. 10041 997

Front No 231

Order No 1014 of 4th Dec: 1897.

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

(from order)

See Observations in
note at end

16/6/97

In the circumstances reported, the Govt agrees with the Govt Solicitor in considering that if the exact area and boundaries can only be determined six months after the grant of the lands, the document which should be executed on their first transfer to the frontier should be an agreement for a lease and not a lease itself. The forms of the agreements drawn up by the Govt Solicitor to meet the cases of ^{the} original applicants who have been allowed the privilege of purchasing their lands at Rs 5 per acre and of those others who may make their purchases at auction sales in accordance with the rules sanctioned in G.O. No 495 Rev. of 28th Sept 1896 are accordingly approved subject to the following remarks and modifications

Preamble—

(1) The Govt Solicitor has

has expressed his opinion that the agreements should be to the effect that "the lease setting out its terms in full will be granted when the survey is completed and the boundaries and actual area ascertained" but has himself not made any addition to the draft forms to the above effect. The Board now proposes to add at the end of the preamble the clause printed in italics above. The Govt. however considers that the addition proposed by the Board is not sufficiently complete or explicit, first because ~~with~~ the survey in question is not elsewhere referred to in the agreements and secondly because the point as to who should undertake it and at whose expense ^{if the land is} has not yet been raised and decided. In the case of the sales of waste lands in other parts of the Pres^d, surveys for fixing the area and boundaries of the land applied for are undertaken by Govt. at the applicant's cost. In view, however of

the

Note

This it is presumed is what the Hms intended.

Yes

the fact that those who have already purchased their lands as original applicants or at auction sales and those others who ~~may~~ have put in their applications in accordance with the rules appended to G.O. No. 496 Rev. dt. 28th Sept. 1896 and whose applications ~~may~~ have been accepted by the Collector may be considered ^{but} to have had ~~not~~ timely intimation of the survey referred to, and H.B. the G. in C. is ^{in their case} ~~convinced~~ of opinion that it should be undertaken ~~at~~ ^{by} Govt. at State expense. The following clause instead of the one suggested by the Board will accordingly be added at the end of the preamble:-

"When a Survey of the ^{land} ~~land~~ piece of land which the Govt. of Madras will cause to be undertaken at State expense after the boundaries thereof are cleared and demarcated by the lessee or at the lessee's expense as herein after provided is completed".

The case of future applicants is

is different and will be dealt with later on.

(2) Para 4 and Second Schedule. The Govt accepts the Board's proposal to omit from the list of reserved trees Ternstroemia paniculata, Ternstroemia tomentosa and Acercaepus fraxinifolius.

(3) Para 5. The modification suggested by the Board in this para is approved subject to the alteration of the word "Kader" into "Kaders". It should however be explained that while the Collector expressly stated that the para as it originally stood was not clear, the Govt Pleader understood him to say that it was clear.

(4) Para 16. This para restricts the liberty of Govt Officers to enter upon the ~~land~~ lands to be leased by enacting ^{stating} ~~enacting~~ that such entry should be made only in the case of uncultivated land. For the outline survey, for the survey from time to

17 1876⁵
to time in view to fixing enhanced rents, for the clearing and demarcation of boundaries in cases of default by the grantee of the land, for inspection and for enquiring into offences, it will be necessary for officers of Govt to enter upon not only uncultivated but also cultivated lands. It is ^{therefore} considered ~~it is necessary~~ ^{it is necessary} to make express provision ⁱⁿ ~~as~~ the above ~~account~~ ^{matter} and the para will accordingly be divided into two as follows, the necessary alterations being also made in the numbering of the subsequent paras:-

"Liberty to enter upon any part of the said piece of land not under actual cultivation for the purpose of passing thro' the same into any inspection bungalows and other buildings to the nearest drinking water or the property of the lessor and from such buildings to the nearest drinking water or for any other purpose which shall be specified in writing by the

Collector

Collector

"17. Liberty to enter upon any part of the said piece of land whether cultivated or not cultivated for the purpose of making any inspection or survey or clearing of boundaries or demarcation of boundaries or to enquire into any offence against any law"

(57) Paras 22 to

28 (a) As clearly indicated in para 1 of G.O. No 694 Rev. dy 4th Decr 1896 the intention of Govt was that the enhanced rate of rent should be ^{levied on} "cleared" and not "cultivated" lands. For the expression "^{cultivated} cleared" or "cleared and cultivated" occurring in these paras, therefore, the word "cleared" ^{will} ~~should~~ be substituted.

(b) The Govt agrees with the Board in considering that the cost of the occasional surveys undertaken to fix the enhanced rate of rent should be borne by the State and not ^{by} the grantees or lessees of the lands.

Note
This has been drafted in accordance with the views of the Hon. Mr. Henry Bliss concurred in by H.E. the Governor.

(c) The new para regarding the levy of cesses, proposed to be inserted as para 28 of the draft forms is approved

the lands concerned.

18
19p
X (6) Para 33 The Collector's proposal that if the Govt has to undertake the clearing and demarcation of boundaries by the default of the lessees, they should be required to pay double the cost involved as ^{fine or} compensation is approved. In this para, after the words "District Forest Officer of", the words "or any other officer" authorized by the said District Forest Officer in this behalf" will be added.

(7) Para 45. In sub para 2 of this para, for the words "by order and direction of His Excellency the Governor General of India in Council" the words "by order and direction of His Excellency the Governor of Fort St. George in Council ^{Given} ~~issued~~ under Sec 18 of the Madras Forest Act V of 1882 ^{shall} ~~will~~ be substituted.

2. The draft forms of the agreements as revised with reference to the foregoing remarks

remarks are ^{printed as appended} ~~appended~~ to the present order and the Board will be requested to arrange for early steps being taken for their execution by the parties who have already purchased their lands.

3 As regards future applicants i.e. of persons whose applications have not been accepted by the Collector by the time the present order reaches him, the Govt. considers that the outline survey and the determination of the area and boundaries of the land applied for at the applicant's cost should be made a condition precedent to the actual sale of the lands. The rules appended to G.O. No. 498 Rev. of 23rd Sept. 1896 will accordingly be revised and revised are also defective, in that as they now stand no provision is made in them for the renewal of the lease at the end of thirty years. These rules will accordingly be revised and revised.

In the order only those points were
 submitted which affected the instrument
 of conveyance to be executed by those
 already in possession of their lands.
 The rules on the stand, which apply
 to future leases, as they stand
 contain many omissions and
 deficiencies. A full note on the
 subject with a separately submitted
 for order. But it is thought that
 the order as to existing holders of
 lands should be got out as soon as
 possible. Hence the form of para 2
 of the draft E.O.

11/14/81

Approved
by

19 Separately. (2)
we issued ~~as shown in app no 111~~
to the present order.

4. The decision arrived at above will render it unnecessary to have agreements for leases executed in the case of future applicants. When the rules are finalized ^{and} the Govt Solicitor will be requested to draw up a fresh form of the lease^s to be given ^{in Indian cases.} Thereafter. He will also report what alterations should be made in the forms of Agreements now submitted to convert them into leases when the Survey of the lands concerned is completed and their exact area and boundaries are ascertained.

5. As regards the Surveys, the Govt observes that the Board has not issued any clear instructions as to the agency by which they should be undertaken but has merely informed the Collectors that "if the ordinary Staff is found to be insufficient it can be augmented". It is presumed that the Board meant that the work should be entrusted to Revenue Inspectors and in any case, the Govt considers that these Officers should

should undertake it

11/9/97

15/8/97

20

The Board of the L.R.

Govt Solicitor

(From orders)

A Bill for the purpose

The Hms have ordered

that special provision should

be made in the leases for the

payment of land and all other

cesses and any other cesses which

future laws may impose. ^{There}

provision is already made in

the lease, para 1, where it is stated

that the lessee shall be liable

to pay "all existing and future rates

rates cesses assessments and

outgoings of every description for

the time being payable in respect

of or charged upon the said pre-

misses". Such as provision was

what was apparently contain-

plates by the L.R. and the Hms,

the original note for orders being based on the

that so far as the village cess

was concerned it could not be

levied

This will not do. Land cess, for instance, is a charge imposed on the rateable value of the land. There is a doubt as to whether there are any other charges, & if not Land cess is not charged upon them

25

The necessary additions in accordance with the Hms orders have since been made vide case 10001/97

supporting

From the L.R. and the Hms

10001/97

levied unless there was express provision to the effect that for the purposes of its levy these lands should be considered to be ryotwari lands and the rent payable in respect of them revenue due to Govt.

11/9/97

The additions made to the rules are submitted for special approval their wording not having been settled in the notes already recorded. Submitted that they appear to be in accordance with the Hms orders

11/9/97

I have gone through the Hms. See notes

25
16/9/97

15/8/97

NOTES CONNECTED WITH G.O., No. 1014, REVENUE, DATED
4TH DECEMBER 1897.

[SUBJECT.—*Anamalai Leases.*]

*From the Board of Revenue (Land Revenue), Forest Mis. No. 761, dated 30th
July 1897.*

To Under Secretary.

In April last, the Government Solicitor with reference to certain orders previously issued by Government, submitted for approval a revised form of the lease proposed to be granted in respect of lands for coffee cultivation, &c., on the Anamalais. In this form, according to him, were embodied all the modifications which the Government had desired should be carried out in the original draft prepared by him. It was thought that before carefully examining the draft and circulating it for orders it was desirable to obtain the Board's views thereon and the papers were accordingly referred in G.O., Mis. No. 2013, dated 14th April 1897, to the Board "for very early remarks."

2. The Board has, in consultation with the Collector of Coimbatore, had the draft form of the lease again revised by the Government Solicitor and now submits, with proposals for a few modifications, two separate draft forms of lease to meet the cases of the original applicants who have been allowed the privilege of purchasing their lands at Rs. 5 per acre and of those others who may make their purchases at auction sales. It was the Collector that suggested the necessity of having two separate forms as well as of the introduction of certain important modifications in their wording, while the Board seems to have confined its attention to supporting and in one instance negating the Collector's suggestions. Certain difficulties raised by the Government Solicitor have consequently been overlooked by the Board in its present Proceedings, nor does it appear that it has critically examined the revised drafts of the forms received by it from the Government Solicitor. In the following paragraphs therefore all the points connected with the drafts now submitted on which orders have to be passed or on which doubts are entertained are briefly set forth and discussed.

3. *Preamble to the Forms.*—In the conditions given in paragraph 8 of G.O., No. 495, Revenue, dated 28th September 1896 (*vide* items ii and iii), as well as in the rules appended to the Government Order the sums payable annually by the lessees in respect of the leased lands was designated "assessment" instead of "rent." The word made use of throughout the draft forms now submitted is, however, the latter and not the former.

Under section 57, Act V of 1884, the land-cess is a tax at a certain amount on the annual rent-value of all occupied land. Under section 64 the annual rent-value of land held from Government under a ryotwari settlement is the assessment payable to Government, plus water-rate. The only meaning of "ryotwari settlement" is a settlement made with individuals by Government without the intervention of a middleman. I have, no doubt, therefore, that the land under these documents is land held under a ryotwari settlement, and that the "rent" therein fixed is "the assessment payable to Government."

From page 12 of Mr. Arundel's note stitched with the original of the Government Order above quoted, it will be seen that the word "assessment" was intentionally used so that there might not be

Similarly, by section 7, Act IV of 1893, the village service cess is a cess which Government may impose on "all holders of land on ryotwari tenure." I have no doubt, therefore, but what the courts would decide that these men are liable to it, but the existence of doubt in some people's minds is possible.

I think, therefore, that a phrase might be introduced into these leases saying that these men are liable to land-cess, village service cess and any other cess that may be imposed by law on landholders under a ryotwari settlement.

J. G. [ROSE].

A. Since writing the above I have seen the Advocate-General's opinion. He suggests that it may be "an essential feature" of a ryotwari settlement that the ryot can relinquish fields or portions of his holding annually, and doubts whether lessees who hold land for a limited number of years only are holders of land under a ryotwari settlement. Now, these men can't relinquish portions of their holding annually, though they may relinquish the whole of it after a year's notice, and their lease is only for thirty years. This adds force to my suggestion as to the phrase to be added to the Agreement.

J. G.

A. E. H. [AVELOCK].

* I doubt this. Pattas are leases.

J. G.

First point for orders.

N. E. M.

It would seem that such an important matter as the liability to pay land and village cess should not be left to depend on quibbles about "assessment" or "rent," and that the liability should be clearly set out as one item in the document itself.

G. STOKES.
25-8-97.

4. In rule 6 of the rules appended to paragraph 8 of G.O., No. 495, Revenue, dated 28th September 1896, the Government had prescribed that the lessee should,

See above. It would not do to suggest, by the inclusion of these two cesses, the exclusion of any other cesses future laws may impose.

J. G.
A. E. H.

officer, &c. In December last, however, the Collector proposed that provision should be made in the lease for a special boundary or outline survey after the lines were cut, such a survey being in his opinion necessary in most if not all cases. The Board agreed with the Collector and added that the assessment should be charged on the area agreed on the above survey and that once a block was granted no subsequent rectification of the boundary should be allowed. The Collector's proposal as modified by the Board was accepted by Government in G.O., No. 102, Revenue, dated 16th February 1897, and the Government Solicitor was asked to make the necessary provision in the form

any difficulty in the levy of land and village cesses. Mr. Arundel had also suggested that in order to avoid confusion or misconception it might perhaps be better to speak of these leases as "special pattas." The Honourable Members in deciding that provision should be made for the levy of land and village cesses apparently approved of Mr. Arundel's suggestions, but added that the conditions of the Shevaroy lease should be inserted. The form of the Shevaroy leases, however, makes reference to "leases" and "rents" and a lease seems to connote "rent" and not "assessment." In the Shevaroy's apparently no difficulty has been felt in collecting land or village cesses. These forest lands are leased out by Government as owner of the forests and the case seems to clearly fall within the provisions of section 64 (iii) of the Madras Local Boards Act V of 1884. It is, however, doubtful whether lands leased out by Government can be called ryotwari lands and whether a cess can therefore be levied under section 7 of the Madras Village-cess Act IV of 1893. The office-note on which Mr. Arundel based his remarks dealt with only the question of land-cess. Orders are, in these circumstances, solicited as to whether the words "special patta" and "assessment" should now be substituted for "lease" and "rent."

of the lease which was then under preparation. In submitting his draft, however, the Government Solicitor pointed out that as the lease purported to be a demise of a particular piece of land described in the first schedule appended to it and delineated in the plan thereto attached, the land should be described by giving its survey numbers, boundaries and extent and that the boundary or outline survey should therefore be made before the lease was granted and not after it. When the Collector was recently consulted by the Board, that officer expressed his opinion that, as the clearance and demarcation could be insisted upon only after six months from the date of the lease and as the outline survey must be postponed until such clearance and demarcation were made, the land demised could not be described in the manner suggested by the Government Solicitor. He added that he could not see why provision should not be made in the lease for the payment of assessment upon such area as might be ascertained at the clearing and demarcation to be conducted by the lessees. The Government Solicitor now states that a lease is something more than an instrument providing for payment of assessment or rent and that under section 105 of the Transfer of Property Act and section 21 of the Registration Act its subject cannot be "some undefined immoveable property which is not to be defined until after the lease has been granted." The only course, he says, which can be adopted in the circumstances reported by the Collector is to grant instead

J. G.
H. W. B.

of a lease an agreement for a lease to the effect that "the lease, setting out its terms in full, will be granted when the survey is completed and the boundaries and actual

"area ascertained." He has accordingly modified the forms of the two leases by substituting the word "agreement" for the word "indenture" or "instrument" in the first clause of the preamble and making clause 4 thereof run as follows:—

"And whereas for the purpose of carrying the said sale into effect the lessor has agreed to execute in favour of the lessee such a lease of the said piece of land as is hereinafter contained."

The Board has accepted the Government Solicitor's views without comment, but considers that at the end of the above clause it is desirable to add "when the survey of such land has been completed and the boundaries and actual area ascertained."

The agreement (from its very terms) could not be carried out before the completion of the survey and ascertainment of the boundaries and therefore it seems unnecessary to specifically state that it should be carried out after such completion and ascertainment.

N. E. M.
19-8-97.

I concur.

J. G.

It would be safer to do so, I think. The omission may do harm; the insertion cannot.

H. W. B.

outline survey" (after the lines are cut),

Second point for orders.

* Submitted that this should be done.
N. E. M.
19-8-97.

There seems to be two cases which it is necessary to keep distinct—

(1) The case of the original applicants. It is necessary in this case to have in the leases a provision to pay the cost of survey and demarcation.

(2) The case of purchasers at the sales to be hereafter held.

From what has been already stated above, it will be seen that this addition is in accordance with the views of the Government Solicitor and it is not clear how he came to omit it when drawing up the revised forms of the agreements. In proposing this addition, however, the Board has not made it clear what survey is therein referred to, i.e., whether it is the clearing and demarcation of the boundaries of the land which the lessee has to undertake within six calendar months from the date of the agreement or whether it is the "special boundary or referred to in G.O., No. 102, Revenue, dated 16th February 1897. The only provision made in the draft forms of the leases for a "survey" other than the clearing and demarcation of the boundaries (paragraph 33) is in paragraph 24, wherein it is stated that the extent of the "land from time to time cleared and cultivated" should be "ascertained by actual survey at the expense of the lessor." Such a survey or demarcation as is just mentioned is apparently not sufficient to ascertain the exact area

In this case it is best to follow the procedure under the Salem waste land rules, viz.—

- (i) An application is made.
- (ii) Collector to advertise the sale.
- (iii) Collector to call on applicant to deposit estimated cost of survey and demarcation.

(iv) On receipt of money land to be surveyed and demarcated and on completion of survey to be sold.

If land is not bought by original applicant cost of survey is refunded and levied from purchaser.

I submit these latter conditions should be enforced. There is nothing corresponding to (iii) and (iv) in the Anamalai rules.

G.S.
25-8-97.

It will certainly be advantageous to add to the rules and modify condition (vi) so as to provide that the applicant shall deposit the estimated cost of the outline survey with the Collector, that the Collector shall get the block surveyed and demarcated, that he shall afterwards sell the block by auction, and that if it is sold to any one else than the applicant he should charge the amount deposited for the survey to the purchaser and refund it to the applicant; but I do not see how a provision to pay the cost of surveying by the Collector can be entered in the agreements of the original applicants, who have already bought their blocks, or of the persons who have already bought or contemplate buying land advertised for auction under the present rules and conditions. In this case, it would be unjust to enter an entirely new obligation in the agreement, but I think the provision suggested in the body of the note will suffice and should be inserted.

Another addition should be made to the rules. Under condition XVIII the lease is subject to renewal at the option of the lessee on certain terms. This is set out in the agreement form, but not in the rules. A rule to this effect should be added to them.

J.G.
H.W.B.

Third point for orders.

Should the time to time survey of cultivated area be done at Government cost or at lessee's cost? Submitted that in the interests of Government it should be done by Government. The question is, who should pay

N.E.M.
24-8-97.

* Government should say: Government always does make and pay for all measurements needed to fix assessments.

H.W.B.
A.E.H.

The word survey is likely to mislead in this connection. What has to be done is that a Revenue Inspector shall measure the cultivated area to ascertain that the conditions of the lease have been complied with

involved, and it seems therefore desirable to make provision in the agreements themselves for the outline survey originally proposed by the Collector and sanctioned by Government. If this view is concurred in, the next question for consideration is who should bear the cost of such survey.

5. It has been already indicated above that the draft forms of the agreements make provision for the survey from time to time of cleared or cultivated lands at the expense of Government for purposes of levying assessment, while the clearing and demarcation of the boundaries are according to paragraph 33 of the draft forms to be undertaken by the lessees apparently at their own cost. The Collector was of opinion that the lessees should be required to pay for the survey of cultivated lands, but the Board considered (reason not stated) that it should be carried out at the expense of Government, and instructed the Government Solicitor to modify the forms accordingly, it being added that "if the ordinary staff is found to be insufficient it can be augmented." The point being one on which no specific orders had been issued in the previous Government Orders, the Board should, it is submitted, have brought the matter to the specific notice of Government.

The Board has not done so and the point is now submitted for orders. If the cost of such surveys is to be borne by Government, the outline or boundary survey—the first survey for determining the amount of assessment leviable—may also be carried out perhaps at State expense, it being understood that the clearing and demarcation of the boundary would, as provided for in paragraph 33, be undertaken by the lessees or at their expense. If it is thought that an outline survey is necessary and that it should be carried out at the expense of Government, it is submitted that for the addendum proposed by the Board to clause 4 of

and to see that the assessment is properly imposed. Such measurements are made in numberless instances on the plains and it has always been recognised that Government should send its own officers to make them. The cost, I submit, should not be charged to the lessees.

G.S.
25-8-97.

It should be done by Government, but paid for by the lessee.

J.G.

As the time when any particular block will become available for survey cannot be determined it is presumed that the work should be undertaken by the survey staff of the Forest Department (augmented if necessary) and not by the officers of the Madras Survey Department.

Fourth point for orders.

N.E.M.

Such work can be done by a Revenue Inspector quite well. They are all trained in survey now. If not a special man can be got.

G.S.
25-8-97.

I do not see why the landowners should not pay the cost both of the outline survey, and the subsequent surveys. The Collector should be left to decide by what officers it shall be done.

J.G.

The outline survey is a part of the procedure whereby an applicant will (by bidding at auction) obtain possession. He should pay. But I think Government should pay for as well as conduct the subsequent surveys required for the determination of the area on which it is to get the extra assessment. These subsequent surveys will be Revenue Inspectors' surveys (or should be) and will cost little or nothing. But to keep on year after year recovering their cost from planters will cause much irritation. It won't be worth it.

H.W.B.

I think there is much force in what the Hon'ble Sir H. Bliss urges. I agree with him.

A.E.H.

6. *Paragraph 4 of the lease.*—This paragraph provides that the lessee shall not take out of the limits of the Anamalais any classified or reserved trees without paying seigniorage, the rates being fixed in the case of classified trees at three-fourths of the maxima notified for the district "and in the case of trees of the kinds hereinafter expressed to be hereby reserved such rates therefor, respectively, as are mentioned in the second schedule hereto." From the list appended to the Collector's letter on page 3 of G.O., No. 495, Revenue, dated 28th September 1896, and paragraph 8 (viii) of that Government Order and from the notes (paragraphs 11 and 12) stitched with G.O., No. 111, dated 20th February 1897, it will be seen that the original intention of the Collector, the Board and the Government was apparently to reserve not only such trees as have been "reserved" under the provisions of the Forest Act, but also a number of classified trees. The list submitted by the Collector was, however, curtailed by Government by the omission of all but

* *Terminalia paniculata.*
Do. *tomentosa.*
Acrocarpus fraxinifolia.

three * classified trees in addition to those which might properly be called reserved and these have been given in schedule II attached to the lease under the head "class of reserved trees." The Board now states that, as the schedule purports to contain a

the preamble the following may be substituted:—

"When a survey of the said piece of land which the Government of Madras will cause to be undertaken at State expense after the boundaries thereof are cleared and demarcated by the lessee or at the lessee's expense as hereinafter provided is completed."

list of reserved trees, the three trees might be omitted therefrom. The only advantage of having them in the reserved list is that it would enable the Forest Department to levy the maximum seigniorage rates instead of three-fourths. It is submitted that this can hardly be considered to be a sufficient set off for the inconvenience and

Fifth point for orders.

N.E.M.

G.S.

25-8-97.

Yes, it may be accepted.

J.G.

H.W.B.

7. Paragraph 5 of the forms.—The Collector thought that in this paragraph the relative rights of the Government and the lessees in the matter of minor forest produce had "not been made clear." In the copy of his letter sent to the Government Solicitor, the word "not" in the expression "not been made clear" would appear to have been omitted and the latter officer has therefore assumed that so far as the above point was concerned his draft had the former's approval. The Board has not tried to explain how the mistake or misapprehension has arisen but merely repeats the Collector's statement and suggests that for the first three lines of paragraph 5, the following may be substituted:—

"Liberty to the lessee to enjoy the free use of the minor forest produce of the said piece of land such as is mentioned in the third schedule hereunder written but subject to the conditions that he shall not sell or barter the same and that the right of collecting the produce for purposes of trade shall continue to vest in the Forest Department through the agency of the Kader and other hill tribes and that, &c."

Sixth point for orders.

N.E.M.

G.S.

25-8-97.

Yes.

J.G.

H.W.B.

The modification proposed by the Board seems to make the matter clear and may, it is submitted, be accepted subject to the alteration of the word "Kader" into "Kaders."

8. Paragraph 16 of the forms.—This paragraph restricts the liberty of Government officers to enter upon leased lands by enacting that such entry should be made only in the case of uncultivated lands.

If it is decided to do this at Government cost.

N.E.M.

outline survey if one is decided on at Government expense for the clearing or demarcation of boundaries in cases of default by lessees (*vide* paragraph 33) for inspection and for enquiring into offences it will, it is

No special provision is needed for this purpose.

N.E.M.

Seventh point for orders.

N.E.M.

G.S.

25-8-97.

Yes.

J.G.

H.W.B.

For the survey from time to time of cultivated lands in view to fixing enhanced assessments (*vide* paragraph 24), for the clearing or demarcation of boundaries in cases of default by lessees (*vide* paragraph 33) for inspection and for enquiring into offences it will, it is submitted, be necessary for Government officers to enter upon not only uncultivated but also cultivated lands. It seems therefore desirable to make special provision on the above accounts and this, it is submitted, can be done by dividing paragraph 16 into 2 paragraphs and revising the wording as follows, the necessary alteration being also made in the numbering of the subsequent paragraphs:—

"16. Liberty to enter upon any part of the said piece of land not under actual cultivation for the purpose of passing through the same into any inspection bungalows and other buildings the property of the lessor and from such buildings to the nearest drinking water or for any other purpose which shall be specified in writing by the Collector."

* This last part is, I submit, unnecessary being covered by law.

N.E.M.

It will do no harm.

The suggestion in the note should be adopted.

J.G.

H.W.B.

"17. Liberty to enter upon any part of the said piece of land, whether cultivated or not cultivated, for the purpose of making any inspection or survey or clearing of boundaries or demarcation of boundaries or to enquire into any offence against any law."

9. Paragraphs 22 to 26 of the Forms.—The question as to who should pay for the survey which is from time to time to be undertaken for purposes of fixing the assessment has already been submitted for orders. It will be seen that in paragraphs 22 and 23 it is provided that from and after the sixth year Rs. 2 shall be levied per acre of "cultivated" land while in paragraph 24 it is provided that the extent from time to time "cleared and cultivated" will be ascertained by actual survey at the expense of Government. As the draft stands therefore the words "cleared and" convey no additional liability or disability to any one. The Collector, however, states that "payments are to be made on the acreage of cultivated not cleared land with the minima laid down" and that "this might be a very important distinction for the planter" though latter on he has said * that "the extent of cleared and cultivated land on which payments have to be made will have to be ascertained by actual survey." The question now for consideration is whether the enhanced rent with the minima laid down should be levied on all cleared lands or only cultivated lands. In G.O., No. 495, Revenue, dated 28th September 1896, the Government decided that this rent should be levied on cultivated lands, the minimum area on which such rent should be charged being so fixed as to make it $\frac{1}{2}$ the total area in 15 years and $\frac{1}{4}$ in 21 years. Subsequently, however, this decision was modified by Government on the representation of certain applicants and the Board of Revenue, and it was ruled that the enhanced rate should "not be imposed upon more than 50 per cent. of each holding unless a larger proportion is actually cleared in which case the whole extent so cleared will be chargeable with the enhanced rate" but that "subject to this modification, the periods within which the enhanced rate will be chargeable upon fixed proportions of the holding will remain unchanged" (paragraph 1 of G.O., No. 694, Revenue, dated 4th December 1896, based on Honourable Members' notes recorded on page 1 of the office-note). Under existing orders, therefore, the enhanced rate has to be levied on the cultivated area with a minima until the end of the 14th year and thereafter on the cleared area with the minimum of $\frac{1}{2}$. If these orders are to be carried into effect paragraph 23 of the draft forms will have to be amended by the addition of the words "and from and after the fifteenth year of the said term cleared" at the end of the paragraph, the expression "cleared and cultivated" in the next paragraph being altered into "cultivated or cleared."

It forms the third point for orders.

N.E.M.

I have said that, I think, the land-owner should pay.

J.G.

And I that Government should pay.

H.W.B.

I think Government should pay for the reasons given by Sir H. Bliss in his note at page 5.

A.E.H.

There is no contradiction. For land to be "cultivated" must have been "cleared" but "cleared" land need not necessarily be "cultivated," and it is this last fact which would make it important to the planter whether the enhanced rate was levied on "cleared" land or on "cultivated" land.

N.E.M.

24-8-97.

G.S.

25-8-97.

The Board's objection was that the rules as to the levy of enhanced assessment (G.O., No. 495, dated 28th September 1896) might act as a stimulus to over-clearing. Properly speaking, they could only act as a stimulus to cultivation since the rules in question do not impose the enhanced rate on land "cleared" but not cultivated.

N.E.M.

24-8-97.

Submitted that Government did not intend this distinction, but in the second order took "cleared" land to be equivalent to "cultivated" land.

N.E.M.

24-8-97.

G.S.

25-8-97.

Yes.

J.G.

* *Eighth point for orders.*

N.E.M.

The enhanced rate is to be imposed upon land cleared and cultivated, not on land that is only cleared.

J.G.

Here again I cannot agree. I think the intention was that cleared land should be considered as cultivated; and it seems to

me that this is necessary for the avoidance of disputes—whether land is cleared or not, it is easy to say; but not always so easy to say whether it is cultivated or not. When a man clears and does not cultivate, he does mischief, pure and simple. I don't think he should thereby escape any liability.

H.W.B.

The Hon'ble Mr. Grose's proposal would be the more favourable to the planters; and as our desire is to encourage planters to open up the land, I should, for that reason, be inclined to accept it. But the Hon'ble Sir H. Bliss's proposal would tend to save us from disputes with the lessees. This is, I consider, important. I apprehend that the difference of money payment involved will be inconsiderable; and, moreover, Sir H. Bliss's proposal is calculated to stimulate actual cultivation. On these grounds, I prefer the Hon'ble Sir H. Bliss's proposal, and I accept it.

A.E.H.

10. *Paragraph 33 of the forms.*—This paragraph sets out that the lessee shall clear and demarcate the boundaries of his land to the satisfaction of the Collector within certain periods and that in cases of default the District Forest-officer may undertake the work and recover from the lessees the costs incurred and by way of compensation an amount equal to such costs. In paragraph 7 of G.O., No. 694, dated 4th December 1896, the Government when accepting the Collector's suggestion to impose a penalty in cases of default by lessees had not fixed the amount of such penalty. This amount, the Collector thinks, should be equal to the costs incurred and the condition above referred to has been inserted by the Government Solicitor substituting the word "compensation" for "fine". The amount proposed by the Collector seems to be adequate and the addition made may, it is submitted, be therefore accepted. Orders are in this connexion also solicited as to whether it

Ninth point for orders.

N.E.M.

Yes.

J.G.

H.W.B.

will not be better to substitute for the

Tenth point for orders.

Qui facit per alium facit per se but the additional words can do no harm.

G.S.

25-8-97.

I agree. They should be inserted.

J.G.

H.W.B.

11. *Paragraph 45 of the forms.*—In sub-paragraph 2 of this paragraph it is stated that "the Collector of Coimbatore &c., signs the document. In the first place it is submitted that the matter not having been taken to the notice of the Government of India it is not clear how the Collector can be considered to sign under the orders of His Excellency the Governor-General in Council. In the case of the Shevaroy leases, the Collector was signing "by order and direction of the Right Honourable the Governor in Council of Fort St. George." In the second place it is submitted that it is doubtful whether the Collector, under existing orders, is competent to sign such a document as the present one. From item I

printed on page 3 of G.O., No. 856, Judicial, dated 25th April 1895, it will be seen that in the case of the Forest Department, Collectors are authorized to sign only "contracts and other instruments in matters connected with the administration and working of forests and with the business of the Forest Department generally." The case seems to fall within the provisions of the next item J.I. and the document in the present case should apparently be signed by a Secretary to Government. Of course, if it is called a special patta and the Secretary of State's name omitted therefrom, the Collector can evidently sign it. Orders are solicited as to whether the Government Solicitor should be consulted on the point.

G.S.

25-8-97.

N.E.M.

24-8-97.

I quite agree with the Secretary.

J.G.

28-8-97.

H.W.B.

30-8-97.

A.E.H.

3-9-97.

P.N.M.

18-8-97.

* *Eleventh point for orders.*

To Secretary—

N. E. MARJORIBANKS.

24-8-97.

To the Hon'ble Mr. J. Grose, C.I.E.

The Hon'ble Sir Henry Bliss, K.C.I.E.

His Excellency the Governor.

G. STOKES.

25-8-97.

J.G.

28-8-97.

H.W.B.

30-8-97.

A.E.H.

3-9-97.

Draft so

G.S.

4-9-97.

To Under Secretary—

A draft Government Order is submitted.

The Honourable Members have ordered that special provision should be made in the leases for the payment of land and village cesses and any other cesses which future laws may impose. There is already a provision made in the lease, paragraph 31, where it is stated that the lessee shall be liable to pay "all existing and future taxes, rates, cesses, assessments and outgoings of every description for the time being payable in respect of or charged upon the said premises." Such a provision was what was apparently contemplated by the Secretary and the Honourable Members, the original note for orders being based on the supposition that so far as the village-cess was concerned it could not be levied unless there was express provision to the effect that for the purposes of its levy these lands should be considered to be ryotwari lands and the *rent* payable in respect of them *revenue* due to Government.

J.G.

The additions made to the rules are submitted for special approval, their wording not having been settled in the notes already recorded. Submitted that they appear to be in accordance with the Honourable Members' views.

J.G.
16-9-97.

P.N.M.
11-9-97.

To Secretary.

To the Hon'ble Member.

N.E.M.
14-9-97.

G.S.
15-9-97.

J.G.
16-9-97.

To Under Secretary—

* O.M., No. 199, dated 20th September 1897.

A draft Official Memorandum * to the Government Solicitor is submitted below.

P.N.M.
20-9-97.

To Secretary—

Please see the Honourable Member's note above. The present Official Memorandum first sets out the Honourable Member's doubt and then asks the Government Solicitor whether certain amendments would meet it or whether paragraph 31 of the existing lease forms sufficiently meets the case.

N.E.M.
20-9-97.

Issue.

G.S.
20-9-97.

From the Government Solicitor, No. 557, dated 27th September 1897.

To Secretary—

One point with reference to the leases or, rather, agreements to lease to be executed for the Anamalai lands is submitted for orders, with reference to Honourable Member's notes (page 2 above).

The matter is as follows. These lands are to be leased for thirty years subject to renewal, but may be relinquished at any time after a year's notice. Therefore, they cannot be considered to be lands under a ryotwari settlement. For, a ryot has a right to hold his lands for ever, provided he pays the assessment and he can relinquish any portion of his holding at the beginning of any fasli without notice.

Village-cess under Madras Act IV of 1893, section 7, is a cess on all holders of land on ryotwari tenure, &c. Therefore village-cess is not leviable on these Anamalai lands by law. It is submitted, therefore, that the cess cannot be made leviable by agreement with the lessee. The Government can, of course, reserve an additional rent (over and above that already reserved in the draft lease). But it is doubtful.

Vide the current which gives the Government Solicitor's opinion.

whether the Honourable Members wish this to be done. For an additional rent so reserved would go with the original rent to "forests" not to the Village Service Fund although, of course, Government might increase its contributions to the Fund *pro tanto*.

Further, it would appear, that rule XI of the rules appended to G.O., No. 495, dated 28th September 1896, reserved only taxes payable by law. Since it now seems clear that village-cess is not a tax payable by law by the holder of these lands, it seems doubtful, I submit, whether it would be justifiable to levy an additional rent in lieu of the cess which at one time was thought leviable by law.

If it is the intention of the Honourable Members and His Excellency to levy an additional rent, the question arises how much is it to be? The rate of village-cess may vary from time to time. Is the additional rent to be reserved to vary with the village-cess? or should it be fixed at, say, 1 anna in every rupee of the rent already reserved?

Orders are solicited. As to land-cess, there can be no doubt, it is submitted, that it can be levied under section 64 (iii) of Madras Act V of 1884.

N.E.M.
5-10-97.

To the Hon'ble Mr. Grose, C.I.E.—

To the Hon'ble Sir H. Bliss, K.C.I.E.—

To His Excellency the Governor—

G.S.
5-10-97.

The note assumes that it is *certain* that the Anamalai lessees will not hold land on a ryotwari tenure, and that village service cannot be imposed upon them as holders of land on ryotwari tenure. The certainty, to my mind, is the other way. As I have said in my note at page 2 above, I believe the only meaning of "ryotwari settlement" is a settlement made with individuals by Government without the intervention of a middleman. I thought, however, some people might entertain doubts, and the opinion of the Advocate-General, to which I referred, shows that he might. On this consideration, and to prevent litigation, I do not see why we should not make the lessees agree to pay village service cess on their rental. As regards land-cess there seems to me quite as much room for doubt. Section 64 (iii) of the Local Board's Act was obviously intended to apply to zamindari lands, not to lands such as these.

J.G.
7-10-97.

H.W.B.
8-10-97.

A.E.H.
2-11-97.

To Secretary—

* G.O., No. 5622, dated 3rd November 1897.

Please see docket for draft * Government Order which follows Honourable Member's note on page 2.

N.E.M.
3-11-97.

Issue.

G.S.
3-11-97.

Letter from the Acting Government Solicitor, Madras, No. 745, dated 19th November 1897.

To Under Secretary—

In accordance with the decision arrived at in G.O., Mis. No. 5622, Revenue, dated 3rd November 1897, the Government Solicitor has made the necessary addition to the draft forms for the levy of cesses in the leased lands inserting the same as paragraph 28. The draft Government Order which has already been partially approved by the Honourable Member may, it is submitted, be now issued subject to the addition of the following as sub-paragraph (5) (c) of the Government Order:—

“The new paragraph regarding the levy of cesses proposed to be inserted as paragraph 28 of the draft forms is approved.”

I think it may and in any case the general words following which are used would prevent avoidance of the payment.

Yes.

J.G.

3-12-97.

G.S.F.

It may be mentioned here that the term “land-cess” is not referred to or defined in the “Local Boards Act”, but as the meaning is not likely to be misunderstood it may, it is submitted, be allowed to stand.

P.N.M.

27-11-97.

To Secretary—

N.F.M.
29-11-97.

G. S. FORBES.
29-11-97.

J.G.
3-12-97.

Issue Government Order sharp. See that it is carefully copied. Better make a fair office copy at the same time.

N.E.M.
4-12-97.

Government {1897} of Madras. REVENUE.

Recd.

Enclosures

Regd.

1897.

Spare copies

G.O., No. 1014, 4th December 1897.

DECEMBER.

Lands for coffee cultivation on the Anamalais.

The draft forms of agreements for the lease of — submitted by the Government Solicitor, Madras, approved subject to certain remarks and modifications.

GOVERNMENT OF MADRAS.
REVENUE DEPARTMENT.

READ—again the following G.O., Mis. No. 2013, Revenue, dated 14th April 1897:—

Read—the following letter from E. BARCLAY, Esq., Government Solicitor, Madras, to the Secretary to Government, Revenue Department, dated 8th April 1897, No. 236:—

With reference to the order of Government, Revenue Department, dated 1st April 1897, No. 230, I return herewith the draft form of lease referred to amended as therein directed, except as to G.O., No. 102, Revenue, dated 16th February 1897.

2. In his letter of 18th December 1896 to the Commissioners of Land Revenue, the Collector of Coimbatore suggests (paragraph 5) that in most, if not in all cases, it will be necessary to make a special boundary or outline survey, after the lines are cut, and that provisions for this should be inserted as a condition of the lease in all cases. In the resolution of the Board of Revenue, Forest Mis. No. 8, dated 7th January 1897, paragraph 3, the Board says that the assessment should be charged on the area found on a boundary or outline survey which should be provided for as recommended in paragraph 5 of the Collector's letter, but that, after a block has once been granted, no rectification of boundary can be asked for on the ground that the area is in excess of the original computation. By G.O., No. 102, the Collector's proposals, as modified with reference to the Board's remarks, were approved and sanctioned and I was instructed to modify the form of lease with reference to these orders.

3. In the first place, I would point out that the form of lease purports to be a demise of a particular piece of land described in the first schedule to the lease and delineated in the plan thereof annexed to the lease, so that, no provision for a further boundary or outline survey should, as suggested by the Collector, be inserted (*inter alia*), its survey numbers, boundaries and extent, which particulars will, or should also appear in the plan to be annexed to the lease. I would suggest, therefore, that the recommendation in paragraph 5 of the Collector's letter, as modified by the Board's resolution, should be acted upon before, and not after the lease is granted and it might be made a condition of granting the lease that the special boundary or outline survey of the land should be made after the lines are cut. This is the more important as it is, of course, very necessary that the lease should define with certainty the land demised thereby and, in its resolution, the Board directs that the assessment be charged on the area found on a boundary or outline survey, while by the lessee for the land comprised in the lease. Again, the Board, in its resolution, says that, after a block has once been granted (*i.e.*, after the lease has been executed) no rectification of boundary can be asked for, so, clearly, it will be necessary that the boundary or outline survey should be made before the lease is granted, in which case, the no such provision as that suggested by the Collector of Coimbatore will be necessary in the lease.

4. With reference to G.O., No. 111, of 20th February 1897, and G.O., No. 1784, of 2nd April 1897, the list of trees prescribed in the former contains three kinds of trees for which the Board of Revenue has not given rates in its Proceedings of 13th March 1897. These trees are—

Terminalia paniculata. | *Terminalia tomentosa.* | *Acrocarpus fraxinifolius.*

and in lieu of *Lagerotroemia microcarpa* (ventcak) which is said to be a classified tree for which the seigniorage rate has already been fixed, I understand that *Sapindus emarginatus* is to be substituted (see G.O., No. 111, and Board's Resolution No. 105 of 13th March 1897).

5. As explained in my letter of 4th February 1897, No. 71, I did not see how the Local Fund Board could, by the lease, be made liable to pay the lessee named in the lease compensation for constructing branch roads through the land demised and I therefore made no such provision in the form of lease. I note now from G.O., No. 230,

Press, of 1st instant, Government is of opinion that the lease should contain no reference to the liability of the local board to pay compensation for land taken up for the construction and maintenance of branch roads. Clause 17 of the form of lease reserves liberty to Government to resume any part of the land demised that may be required for any public purpose and clause 18 provides for the compensation that is to be paid to the lessee in such cases.

Order—Mis. No. 2013, Revenue, dated 14th April 1897.

Referred to the Board of Revenue for very early remarks.

(True Extract.)

(Signed) N. E. MARJORIBANKS,
Ag. Asstt. Secretary to Government.

To the Board of Revenue (Land Revenue).

READ—again G.O., Mis. No. 5622, Revenue, dated 3rd November 1897.

ABSTRACT.—Requesting the Government Solicitor to revise the draft agreements for the grant of lands for coffee, &c., cultivation on the Anamalais making provision for the levy of cesses.

READ—also the following Proceedings of the Board of Revenue (Land Revenue), Forest Mis. No. 761, dated 30th July 1897:—

Read—again the following Proceedings of the Board of Revenue (Land Revenue), Forest Mis. No. 560, dated 15th June 1897:—

Read—endorsement of the Acting Assistant Secretary to Government, Revenue Department, Mis. No. 2013, dated 14th April 1897, on letter from the Government Solicitor, Madras, dated 8th April 1897, No. 236.

ABSTRACT.—Returning to the Board, with remarks, having amended, as directed, the draft form of lease of land for coffee cultivation in the Coimbatore district.

Read—the following letter from H. BRADLEY, Esq., Collector of Coimbatore, to the Secretary to the Commissioners of Land Revenue (through the Conservator of Forests, Southern Circle), dated Coimbatore, 26th May 1897, Ref. on C. No. 2591 of 1896-97:—

I have the honour to return the draft lease forwarded to me with the Board's Reference on Forest No. 1066 of 1897, dated 4th May 1897, with the following remarks.

2. It has not been made clear as directed in paragraph 8 of G.O., No. 694, Revenue, dated 4th December 1896, that the lessee is merely entitled to the use of the minor produce and that its collection for trade purposes shall continue to vest in the Forest Department through the agency of the Kader and other hill tribes.

3. Paragraph 16 of the Draft Lease.—This clause should refer to rights of way to inspection bungalows and other buildings, not "in order to inspect bungalows, &c."

4. Paragraphs 23 and 24.—Payments are to be made on the acreage of cultivated not cleared land with the minima laid down. This might be a very important distinction for the planter.

5. Paragraph 27—provides that the compensation for branch roads cut by one lessee through the lands of another shall be paid to the Collector "for and on behalf" of the lessor. But from paragraph 13 of the Government Order quoted above it is clear that the compensation should be payable to the lessee through whose land the road is made. I would suggest that this paragraph should run "and yielding and paying to the Collector for and on behalf of the lessee of the lands through which any branch roads may be constructed such compensation as may be fixed by the Collector for any land belonging to any other lessee in the neighbourhood of the said piece of land hereby demised as may be required for all or any branch roads constructed by the lessee." Paragraph 44 will require a corresponding alteration.

6. Paragraph 33.—It is impossible to lay down any sum in figures as a penalty for failure by a lessee to demarcate his lands. The cost of demarcation is sure to vary

greatly. It should, I think, be provided that the District Forest-officer may recover twice the cost of demarcation.

7. Paragraph 36.—The amount payable is Rs. 4 per acre *per annum*, not merely Rs. 4 per acre.

8. It is observed that the preamble and first paragraph of the lease are only applicable to lands purchased at auction and not to lands purchased at Rs. 5 per acre by the original applicants.

9. The extent of cleared and cultivated land on which payments have to be made will have to be ascertained by actual survey. The lessees should be required to pay for such survey.

10. In his covering letter the Government Solicitor suggests that the land should be fully described both as to boundaries and extent before the lease is executed. But the outline survey cannot be carried out until the clearance and demarcation of the boundaries provided for in paragraph 33 of the lease has been completed and this can only be insisted upon after six months have elapsed from the date of the execution of the lease. The Government Solicitor is mistaken in supposing that the land demised can be described by its survey numbers, boundaries and extent. To begin with, there are no survey numbers, secondly there are no boundaries until some are cut, and thirdly the extent cannot be accurately known until the boundaries are cut and surveyed. I really cannot see why the lease should not provide for assessment to be paid upon such area as may be ascertained by a survey of the boundaries cut as provided in paragraph 33 of the lease.

11. The Government Solicitor (*vide* paragraph 3 of his letter), evidently misunderstands paragraph 3 of Board's Proceedings, Forest Mis. No. 8, dated 7th January 1897. The Board simply forbids rectification of boundaries on the ground that the area is in excess of the original computation. The object of this is to prevent a man who has taken up land and demarcated a boundary from leaving out a piece of the land he has demarcated on the ground that the whole block is found to be in excess of 1,000 acres.

12. The three trees referred to in paragraph 4 of the Government Solicitor's letter are classified trees.

Endorsement by E. D. M. HOOPER, Esq., Acting Conservator of Forests,
Southern Circle, dated Coimbatore, 31st May 1897, Ref. on C. No. 4132.

Forwarded.

Resolution—Forest Mis. No. 560, dated 15th June 1897.

The Board concurs with the Collector's remarks except in regard to the recommendation made in paragraph 9 of the letter read above as to the cost of the survey, and they will be communicated to the Government Solicitor for the necessary action.

2. The Board considers that the survey should be carried out at the expense of Government. If the ordinary staff is found to be insufficient it can be augmented.

(True Extract.)

(Signed) N. S. BRODIE,
Acting Secretary.

To the Government Solicitor.

„ Collector of Coimbatore (through the Conservator
of Forests, Southern Circle).

Read—also the following letter from E. BARCLY, Esq., Government Solicitor, Madras,
to Secretary to the Commissioners of Land Revenue, dated 16th July 1897,
No. 381:—

I beg to acknowledge receipt of extracts from the Board's Proceedings, Forest Mis. No. 560, dated 15th June 1897, and Forest No. 515, Routine, dated 7th July 1897.

2. In paragraph 2 of his letter of 26th May 1897, No. 2591, the Collector of Coimbatore says, in returning the draft lease prepared by me of land on the Anamalai Hills; that it has been made clear, as directed in paragraph 8 of G.O., No. 694, Revenue, dated

4th December 1896, that the lessee is merely entitled to the use of the minor produce and that its collection for trade purposes shall continue to rest in the Forest department through the agency of the Kader and other hill tribes. I understand therefore that, in this respect at any rate, the draft lease is in order.

3. In paragraph 3 of his letter, the Collector says that paragraph 16 of the draft lease should refer to rights of way to inspection bungalows and other buildings not "in order to inspect bungalows, &c." I have altered paragraph 16 of the draft lease accordingly.

4. In paragraph 4 of his letter, the Collector says with reference to paragraphs 23 and 24 of the draft lease that payments are to be made on the acreage of cultivated not cleared land with the minima laid down. I have, therefore, amended paragraphs 23 and 24 of the draft lease accordingly.

5. With regard to paragraphs 27 and 44 of the draft lease I have adopted the suggestion contained in paragraph 5 of the Collector's letter.

6. I have also provided in paragraph 33 of the draft lease that in case of default on the part of the lessee to clear and demarcate his lands as therein provided, it shall be lawful for the District Forest-officer to do so at the expense of the lessee and that such expense, together with a further sum equal to the amount thereof as compensation for such default, shall be recoverable from the lessee.

7. With reference to paragraph 36 of the draft lease, the Collector says the amount payable is Rs. 4 per acre *per annum* not merely Rs. 4 per acre. Paragraph XIV of the rules and conditions set out in G.O., No. 495, of 28th September 1896, provides that the lessee shall not be restricted from transferring his rights in the leased and provided that the obligations to which he is subject shall be binding on the transferee, as would, of course, be the case, and that the Collector shall have power to impose an assessment of Rs. 4. per acre on the entire holding if any transfer is made of a portion thereof less than 100 acres in extent. As I have now altered paragraph 36 of the draft lease, I think it will comply with this condition.

8. In paragraph 8 of his letter, the Collector says that the preamble and first paragraph of the lease are only applicable to lands purchased at auction and not to lands purchased at Rs. 5 per acre by the Original applicants. I understood that all these lands were to be purchased at auction and to have a form of lease applicable to cases where the land is purchased at Rs. 5 per acre as well, it will be necessary to have two distinct forms of lease, and these I have prepared and forward herewith.

9. In paragraph 9 of his letter, the Collector says that the extent of cleared and cultivated land on which payments have to be made will have to be ascertained by actual survey and that the lessees should be required to pay for such survey. This I have provided for by adding the following clause to paragraph 24 of the draft lease "the extent of the said piece of land from time to time cleared and cultivated to be ascertained by actual survey at the expense of the lessor" as directed by the Board. As, however, in paragraph 4 of his letter the Collector says that payments are to be made on the acreage of cultivated, not cleared land; the word "cultivated" in this additional clause would seem to be sufficient.

10. With reference to paragraph 10 of the Collector's letter in which he says that he cannot see why the lease should not provide for assessment to be paid upon such area as may be ascertained by a survey of the boundaries cut as provided in paragraph 33 of the lease, I would point out that a lease is something more than an instrument providing for payment of assessment or rent. Section 105 of the Transfer of Property Act defines a lease of immoveable property as a transfer of a right to enjoy such property made for a certain time, express or implied or in perpetuity, for a consideration. What the Collector apparently suggests is that the lease should be of some undefined immoveable property which is not to be defined until after the lease has been granted. I dealt with this question in my letter of 8th April 1897, No. 236, and need not repeat here what I there said. The Collector referring to that letter says I have evidently misunderstood paragraph 3 of the Board's Proceedings, Forest Mis. No. 8, dated 7th January 1897, but, whether I have or not, is really immaterial. What I contend is that a lease should define the land demised otherwise, it is not a lease. These leases will have to be registered and section 21 (a) of the Registration Act provides that no non-testamentary document relating to immoveable property shall be

accepted for registration *unless it contains a description of such property sufficient to identify the same* (b) that lands shall be described by their name, if any, and as being in the territorial division in which they are situate and by their superficial contents, the roads and other properties on which they abut and their existing occupancies. It is true that section 22 provides that failure to comply with the provisions contained in section 21, clause (b) shall not disentitle a document to be registered *if the description of the property to which it relates is sufficient to identify such property*. Apparently, it is not intended that these leases should contain any description of the property to be comprised therein so as to identify such property.

11. The only course that I can suggest, in order to get over the difficulty is that, instead of granting a lease in the first instance Government should grant an agreement for a lease. This will not require registration and might be to the effect that the lease, setting out its terms in full, will be granted when the survey is completed and the boundaries and actual area ascertained.

Resolution—Forest Mis. No. 761, dated 30th July 1897.

In its endorsement Mis. No. 2013, dated 14th April 1897, Government referred, for the remarks of the Board, the draft form of lease obtained from the Government Solicitor for forest lands on the Anamalais. The Collector of Coimbatore who was consulted in the matter, submitted his remarks in his letter of the 26th May 1897, which was forwarded to the Government Solicitor with instructions to revise the lease. With his letter read above, the Government Solicitor forwards two forms of agreement—one in respect of lands purchased by the original applicants at Rs. 5 per acre and another as regards lands purchased at auction. The reason for the change is fully explained in paragraphs 10 and 11 of the Government Solicitor's letter of the 16th July 1897.

2. The Board resolves to submit the forms to Government with the following observations:—

(a) Adverting to the remarks of the Government Solicitor in paragraphs 10 and 11 of his letter first quoted it is desirable that the following should be added at the end of the preamble:—

“When the survey of such land has been completed and the boundaries and actual area ascertained.”

(b) As the reservation by the Forest department of the right of collecting minor produce for trade purposes as per paragraph 8 of G.O., No. 694, dated 4th December 1896, has not been made clear in paragraph 5 of the draft agreement, the following may be substituted for the first three lines of that paragraph:—

“Liberty to the lessee to enjoy the free use of the minor forest produce of the said piece of land such as is mentioned in the third schedule hereunder written, but subject to the conditions that he shall not sell or barter the same and that the right of collecting the produce for purposes of trade shall continue to vest in the Forest department through the agency of the Kader and other hill tribes and that, &c.”

(c) The second schedule purports to contain a list of reserved trees whereas the marginally-noted trees which find place therein are classified trees. They have therefore to be removed from the schedule.

Terminalia paniculata.
Do. *tomentosa.*
Acrocarpus fraxinifolius.

(True Extract.)

(Signed) R. C. C. CARR,
Secretary.

To the Secretary to Government, Revenue Department,
with Government Solicitor's letter of 8th April 1897,
returned, and two draft agreements and Government
Solicitor's letter, dated 16th July 1897, and
Collector's letter, dated 26th May 1897, in original (to be returned).

READ—also letter from W. MORGAN, Esq., Acting Government Solicitor, Madras, dated 19th November 1897, No. 745.

ABSTRACT.—Resubmitting the draft agreements for the grant of lands for coffee, &c., cultivation on the Anamalais making provision for the levy of cesses.

ORDER—No. 1014, Revenue, dated 4th December 1897.

Forest No. 231.

In the circumstances reported, the Government agrees with the Government Solicitor in considering that if the exact area and boundaries can only be determined six months after the grant of the lands, the document which should be executed on their first transfer to the grantee should be an agreement for a lease and not a lease itself. The forms of the agreements drawn up by the Government Solicitor to meet the cases of the original applicants who have been allowed the privilege of purchasing their lands at Rs. 5 per acre and of those others who may make their purchases at auction sales in accordance with the rules sanctioned in G.O., No. 495, Revenue, dated 28th September 1896, are accordingly approved subject to the following remarks and modifications:—

(1) *Preamble*.—The Government Solicitor has expressed his opinion that the agreements should be to the effect that “the lease setting out its terms in full will be granted *when the survey is completed and the boundaries and actual area ascertained*,” but has himself not made any addition to the draft forms to the above effect. The Board now proposes to add at the end of the preamble the clause printed in italics above. The Government, however, considers that the addition proposed by the Board is not sufficiently complete or explicit, first because the survey in question is not elsewhere referred to in the agreements and secondly because the point as to who should undertake it and at whose expense it should be made has not yet been raised and decided. In the case of the sales of waste lands in other parts of the Presidency, surveys for fixing the area and boundaries of the land applied for are undertaken by Government at the applicant's cost. In view, however, of the fact that those who have already purchased their lands as original applicants or at auction sales and those others who have put in their applications in accordance with the rules appended to G.O., No. 495, Revenue, dated 28th September 1896, and whose applications have been accepted by the Collector may be considered not to have had timely intimation of the survey referred to, His Excellency the Governor in Council is of opinion that in their case it should be undertaken by Government at State expense. The following clause instead of the one suggested by the Board will accordingly be added at the end of the preamble:—

“When a survey of the said land which the Government of Madras will cause to be undertaken at State expense after the boundaries thereof are cleared and demarcated by the lessee or at the lessee's expense as hereinafter provided is completed.”

The case of future applicants is different and will be dealt with later on.

(2) *Paragraph 4 and Second schedule*.—The Government accepts the Board's proposal to omit from the list of reserved trees *Terminalia paniculata*, *Terminalia tomentosa* and *Acrocarpus fraxinifolius*.

(3) *Paragraph 5*.—The modification suggested by the Board in this paragraph is approved subject to the alteration of the word “Kader” into “Kaders.” It is observed that while the Collector expressly stated that the paragraph as it originally stood *was not clear* the Government Pleader understood him to say that it *was clear*.

(4) *Paragraph 16*.—This paragraph restricts the liberty of Government officers to enter upon the lands to be leased by stating that such entry should be made only in the case of uncultivated lands. For the outline survey, for the survey from time to time in view to fixing enhanced rents, for the clearing and demarcation of boundaries in cases of default by the grantees of the land, for inspection and for enquiring into offences, it will be necessary for officers of Government to enter upon not only uncultivated but also cultivated lands. His Excellency in Council therefore considers it necessary to make express provision for the above matters and the paragraph will

accordingly be divided into two as follows, the necessary alteration being also made in the numbering of the subsequent paragraphs:—

"16. Liberty to enter upon any part of the said piece of land not under actual cultivation for the purpose of passing through the same into any inspection bungalows and other buildings the property of the lessor and from such buildings to the nearest drinking water or for any other purpose which shall be specified in writing by the Collector."

"17. Liberty to enter upon any part of the said piece of land whether cultivated or not cultivated for the purpose of making any inspection or survey or clearing of boundaries or demarcation of boundaries or to inquire into any offence against any law."

(5) Paragraphs 22 to 28.—(a) As clearly indicated in paragraph 1 of G.O., No. 694, Revenue, dated 4th December 1896, the intention of Government was that the enhanced rate of rent should be levied on "cleared" and not "cultivated" lands. For the expression "cultivated" or "cleared and cultivated" occurring in these paragraphs, therefore, the word "cleared" will be substituted.

(b) The Government agrees with the Board in considering that the cost of the occasional surveys undertaken to fix the enhanced rate of rent should be borne by the State and not by the grantees or lessees of the lands concerned.

(c) The new paragraph regarding the levy of cesses, proposed to be inserted as paragraph 28 of the draft forms, is approved.

(6) Paragraph 33.—The Collector's proposal that, if the Government has to undertake the clearing and demarcation of boundaries by the default of the lessees, they should be required to pay double the cost involved as fine or compensation, is approved. In this paragraph, after the words "District Forest-officer of," the words "or any other officer authorized by the said District Forest-officer in this behalf" will be added.

(7) Paragraph 45.—In sub-paragraph 2 of this paragraph, for the words "by order and direction of His Excellency the Governor-General of India in Council" the words "by order and direction of His Excellency the Governor of Fort St. George in Council given under section 18 of the Madras Forest Act (V of 1882)," will be substituted.

2. The draft forms of the agreements as revised with reference to the foregoing remarks are printed as Appendices Nos. I and II to the present order and the Board will be requested to arrange for early steps being taken for their execution by the parties who have already purchased their lands.

3. As regards future applicants, i.e., of persons whose applications have not been accepted by the Collector by the time the present order reaches him, the Government considers that the outline survey and the determination of the area and boundaries of the land applied for at the applicant's cost should be made a condition precedent to the actual sale of the lands. The rules appended to G.O., No. 495, Revenue, dated 23rd September 1896, are also defective in other respects. These rules will accordingly be revised and re-issued separately.

4. The decision arrived at above will render it unnecessary to have agreements for leases executed in the case of future applicants. When the rules are finally revised, the Government Solicitor will be requested to draw up a fresh form of the lease to be executed in such cases. He will also report what alterations should be made in the forms of agreements now submitted to convert them into leases when the survey of the lands concerned is completed and their exact area and boundaries are ascertained.

5. As regards the surveys, the Government observes that the Board has not issued any clear instructions as to the agency by which they should be undertaken, but has merely informed the Collector that "if the ordinary staff is found to be insufficient, it can be augmented." It is presumed that the Board meant that the work should be entrusted to Revenue Inspectors and in any case the Government considers that these officers should undertake it.

(True Extract.)

(Signed) G. S. FORBES,
Ag. Secretary to Government.

To the Board of Revenue (Land Revenue).
the Government Solicitor.

APPENDICES.

No. I.

An agreement entered into the day of one thousand hundred and between the Right Hon'ble the Secretary of State for India in Council (hereinafter called the lessor) of the one part and of (hereinafter called the lessee) of the other part.

WHEREAS on the day of one thousand hundred and the Collector of the District of Coimbatore acting for and on behalf of the lessor put up for sale by public

the right to occupy for the purposes of cultivating thereon coffee tea cocoa cinchona and other plantation products for a term of thirty years the piece of land described in the first schedule hereunder written subject to the rents hereinafter reserved and to the agreements by the lessee and conditions hereinafter contained

And whereas at such sale the lessee was the highest bidder for and was declared to be the purchaser of such right to occupy the said piece of land at the price of Rs.

And whereas for the purpose of carrying the said sale into effect the lessor has agreed to execute in favour of the lessee such a lease of the said piece of land as is hereinafter contained when a survey of the said land which the Government of Madras will cause to be undertaken at State expense after the boundaries thereof are cleared and demarcated by the lessee or at the lessee's expense as hereinafter provided is completed

1. The lessor agrees to let and the lessee agrees to take the piece of land described in the

First Schedule hereto and delineated in the plan thereof hereunto annexed with the rights easements and appurtenances to the

said piece of land belonging or usually held or enjoyed therewith

Liberties to the Lessee.

2. With liberty to the lessee to plant the said piece of land with coffee tea cocoa cinchona and other plantation products but not with any other produce and to cultivate such coffee tea cocoa and cinchona and other planta-

tion products and to pick and take the crops thereof

3. With liberty for the lessee to cut and fell for the purpose of clearing the said piece of land or for the purpose of erecting any building thereon all under-wood and all timber and other trees growing on the said

piece of land and to make use of the under-woods cuttings timber and other trees which shall be so cut down or felled or to dispose of the same for the lessee's own benefit

4. Provided that the lessee shall not transport or allow to be transported beyond the limits of the Anamalai forest any classified

or reserved timber trees which shall be so felled or cut down except on payment to the

Forest department of the Government of Madras of a seigniorage to be fixed in the case of classified trees at such rates as may from time to time be determined by the said Government and not exceeding three-quarters of the maximum rates which have been or may hereafter be notified under section 28 of Madras Act V of 1882 (the Madras Forest Act, 1882) or any subsisting statutory modification thereof or any rules made thereunder as applying to the district of South Coimbatore and in the case of trees of the kinds hereinafter expressed to be hereby reserved such rates therefor respectively as are mentioned in the Second Schedule hereto

5. Liberty to the lessee to enjoy the free use of the minor forest produce of the said piece of land such as is mentioned in the Third

Schedule hereunder written but subject to the conditions that he shall not sell or barter the

same and that the right of collecting the produce for purposes of trade shall continue to vest in the Forest department through the agency of the Kaders and other hill tribes and that the lessee shall at all times allow any Kaders and members of other hill tribes of the Anamalai hills with the written authority of the District Forest-officer of to enter upon the unopened parts of the said piece of land for the purpose of collecting and taking away any such minor produce and with any servants of the Government of Madras respectively with the like authority to use any water passing through the said piece of land for domestic purposes and for their animals

Exceptions.

6. Except so much of the said piece of land as shall be required by the lessor to construct a public road of _____ feet in width throughout the said piece of land along the line drawn for that purpose upon the said plan together with _____ feet of the said piece of land on either side of such road
7. And except so much of the said piece of land as shall from time to time be required by the lessor to enable the lessee of any neighbouring land or the local fund board of _____ to construct upon or through any part of the said piece of land hereby demised any branch road or roads which shall have been approved of by the Collector for the time being of the district of Coimbatore (hereinafter referred to as the Collector)
8. And all quarries mines stone gravel clay brick-earth gold silver and other minerals and precious stones in and under the said piece of land
9. And all such trees of the respective kinds mentioned in the Second Schedule hereunder written as are upon so much of the said piece of land as shall not have been cleared
10. And the tusks of all elephants killed upon the said piece of land
- Of minerals.
- And certain trees.
- And elephant tusks.

Reservations.

11. Reserving unto the lessor and all persons duly authorized by the Government of Madras or any officer thereof on behalf of the lessor
12. Liberty at all times during the term hereby granted to enter upon the said demised piece of land and to make and maintain all or any such roads as are hereinbefore mentioned and all such water-courses culverts and other things in and upon the same respectively or upon the said excepted lands on either side of the road firstly hereinbefore mentioned as he or they shall think necessary for any purpose whatsoever
13. Liberty to search for throughout the said piece of land dig get dress make merchantable and carry away the said excepted stone clay gravel sand brick-earth gold silver and other minerals and precious stones and to sink all necessary pits and shafts and make and erect all necessary erections machinery roads and other conveniences and things for the purpose
14. Liberty to fell cut and carry away from any part of the said piece of land which shall not have been opened any of the said excepted trees and to sell or otherwise dispose of the same
15. The lessor making to the lessee reasonable compensation for all damage occasioned by the exercise of all or any of the liberties hereinbefore reserved such compensation in case of dispute to be settled by the Collector
16. Liberty to enter upon any part of the said piece of land not under actual cultivation for the purpose of passing through the same in to any inspection bungalows and other buildings the property of the lessor and from such buildings to the nearest drinking water or for the purpose of making any inspection or for any other purpose which shall be specified in writing by the Collector
17. Liberty to enter upon any part of the said piece of land whether cultivated or not cultivated for the purpose of making any inspection or survey or clearing of boundaries or demarcation of boundaries or to enquire into any offence against any law
18. And liberty to resume any part of the said piece of land that may be required for any public purpose
19. Making to the lessee by way of compensation a refund without interest of the said purchase money or sum of Rs. _____ so paid by the lessee as hereinbefore is recited or a proportionate part thereof according to the area of the land which shall be so resumed and the rent or assessment paid by him on any part
- Liberty to construct road.
- To work mines.
- To fell excepted trees.
- The lessor making reasonable compensation.
- To enter on uncultivated land for certain purposes.
- To resume lands.
- Making compensation.

of the said piece of land which shall not have been opened and cleared and which shall be so resumed and at the rate of 100 rupees per acre of so much of the said piece of land which shall be so resumed and which shall have been cultivated with coffee tea cocoa or cinchona for one year at the rate of 200 rupees per acre for so much thereof as shall have been so cultivated for two years at the rate of 300 rupees per acre for so much thereof as shall have been so cultivated for three years at the rate of 400 rupees per acre for so much thereof as shall have been so cultivated for four years and at the rate of 500 rupees per acre for so much thereof as shall have been so cultivated for five years or for any longer period and in the case of so much of the said piece of land which shall be so resumed and which shall have been cultivated with any plantation product other than coffee tea cocoa and cinchona the cost incurred by the lessee in clearing such land

Term.

Term.

20. For thirty years from the day of _____ one thousand hundred and _____

Rents.

21. Yielding and paying during the demise on or before the 1st day of March in every year to the Collector for and on behalf of the lessor for so much of the said piece of land as shall not consist of public roads or branch roads accepted by the Collector as such the rents or sums following
22. During the first five years of the said term the certain yearly rent of _____ rupees being at the rate of 8 annas for every acre (and so in proportion for any less quantity) of the said piece of land, other than the said excepted land by equal yearly payments on or before the 1st day of March in every year for the year ending the 31st day of March
- Reddendum.
- Of certain rent during first five years.

Additional contingent yearly rents.

23. The additional contingent yearly rents following during the sixth and subsequent years of the said term that is to say

For cultivated land.

24. Two rupees for every acre (and so in proportion for any less quantity) of the said piece of land (other than as aforesaid) which shall be cleared

For land not cultivated.

25. Eight annas for every acre (and so in proportion for any less quantity) of the said piece of land (other than as aforesaid) which the extent of the said piece of land shall not be cleared

from time to time cleared to be ascertained by actual survey at the expense of the lessor

26. Provided always that the yearly rents payable in respect of the said piece of land whatever part thereof may be cleared in the undermentioned years respectively of the said term shall not be less than two rupees per acre on the undermentioned proportions of the said piece of land (other than as aforesaid) that is to say—
- Proviso for minimum rents.

6th year on one-twentieth
7th year on one-tenth
8th year on three-twentieths
9th year on one-fifth
10th year on one-fourth

11th year on three-tenths
12th year on seven-twentieths
13th year on two-fifths
14th year on nine-twentieths
15th and subsequent years on one half

and 8 annas in addition thereto in respect of every acre (and so in proportion for any less quantity) of the remainder of the said piece of land other than as aforesaid

27. The said additional contingent rents to be paid yearly on the days aforesaid and the first payment thereof respectively to be made on such of the said yearly days as shall first occur after the event on which they are respectively made payable
- When to be paid.

28. And yielding and paying to the Collector for and on behalf of the lessee of the lands through which any branch roads may be constructed such compensation as shall be fixed by the Collector for any land belonging to any other lessee of land in the neighbourhood of the said piece of land hereby demised as may be required for all or any branch roads which shall be constructed by the lessee in or through any such lands of any such other lessee in the neighbourhood of the said piece of land hereby demised
- Compensation.

29. And also yielding and paying during the demise on or before the 1st day of March in every year to the Collector for and on behalf of the lessor a further yearly rent or sum equal to the amount of the land-cess and village service cess and any other cess which would or might be imposed charged or assessed by law on the said piece of land if the same were land held under a ryotwari settlement the amount of the rents hereinbefore reserved by paragraphs 21 to 25 inclusive being taken as the revenue payable to Government for the purpose of calculating such further yearly rent or sum. Provided always that such further rent or sum shall not be payable by the lessee if the said piece of land is by law already chargeable or shall during the demise become chargeable with land and village service cess and other cesses payable by landholders under a ryotwari settlement.

Clear of deductions.

30. All the said several certain additional contingent further and other yearly rents and sums and compensation to be paid clear of all deductions.

Agreements by Lessee.

31. The lessee hereby agrees with the lessor as follows

32. To pay the said certain yearly rent and (if and when the same respectively shall become payable) the said additional contingent further and other rents compensation and sums at the times and in manner herein-

To pay rents &c.

before appointed for payment thereof clear of all deductions

33. And all existing and future taxes rates cesses assessments and outgoings of every description for the time being payable in respect of or charged upon the said premises

And taxes.

Cultivation and Management.

To cultivate in a husbandlike manner.

34. To clear and cultivate the said piece of land or so much thereof as shall be fit for cultivation in a good and husbandlike manner

35. Within six calendar months from the date of these presents to clear and demarcate the boundaries of the said piece of land to the satisfaction of the Collector and thereafter from time to time within three calendar

To demarcate boundaries.

months of the receipt by the lessee of any requisition in writing from the Collector so to do in like manner clear and demarcate the said boundaries and that in default of the lessee's doing it shall be lawful for the District Forest-officer of or any other officer authorized by the said District Forest-officer in this behalf to clear and demarcate the said boundaries at the expense of the lessee and that such expense together with a further sum equal to the amount thereof as and by way of compensation for each such case of default shall be recoverable from him in the same manner as the rents hereinbefore reserved are hereby made recoverable

Acts prohibited.

36. Not to destroy or interfere with any wild elephants which may enter or be upon the said piece of land except as provided in Madras Act I of 1873 or any subsisting statutory modification thereof

Not to interfere with wild elephants.

37. Not to interfere with any member of any of the hill tribes of the Anamalai hills and in case the lessee shall find it necessary for the exercise of all or any of the rights or liberties granted to him by these presents to

Nor with hill tribes.

close any paths or ways upon the said piece of land ordinarily used by the members of such tribes to provide other paths or ways to the satisfaction of the Collector

38. To pay to the lessor such sum not exceeding in the whole the sum of 4 rupees per annum for every acre (and so in proportion for any less quantity) of the said piece of land as shall be fixed by the Collector if and so often as the

To pay fine on transfers.

lessee shall assign or transfer any part of the said piece of land of less than 100 acres in extent

Stipulations in favour of the Lessor.

39. To permit the lessor and all persons authorized by him or by the Government of Madras or any officer thereof at all reasonable times during the said term to enter upon the

To permit lessor &c. to enter.

said piece of land for the purpose of exercising all or any of the rights and liberties hereinbefore expressed to be hereby reserved

Expiration of the lease.

40. To deliver up to the Collector on behalf of the lessor the said piece of land and all buildings machinery and fixtures and all trees and plants growing and all roads thereon in all respect in such state and condition as shall be consistent with the due performance of the agreements herein contained

To deliver up at the end of lease.

Power of re-entry.

41. If and whenever any part of the several rents compensation or sums hereinbefore reserved or made payable by the lessee shall be in arrear and unpaid the same respectively shall be recoverable by the lessor under the provisions of Madras Act II of 1864 or any subsisting statutory modification thereof as arrears of land revenue and if and whenever any part of such rents compensation or sums shall be in arrear and unpaid by a date to be fixed by the Collector or if and whenever there shall be a breach of any of the agreements by the lessee herein contained the lessor or any officer of the lessor or of the Government of Madras may re-enter upon any part of the said piece of land in the name of the whole and thereupon this lease shall absolutely determine

Proviso for recovery of rent and for re-entry.

Agreements by the Lessor.

42. The lessor agrees with the lessee in manner following

43. To permit the lessee on his paying the several rents compensation and sums hereinbefore reserved or made payable by him and performing and observing the several agreements by the lessee herein contained

peaceably to hold and enjoy the said premises during the lease without interruption by the lessor or any person claiming under him

For quiet enjoyment by the lessee.

44. To permit the lessee at any time during the said term he having paid the said several rents and sums hereby reserved or made payable and having performed the several agreements on his part hereinbefore contained respectively up to the time of the surrender to surrender all the leased premises but not any part thereof to the lessor at the expiration of twelve calendar months' notice in writing to the Collector of the intention of the lessee so to do

To permit the lessee to surrender.

45. That if the lessee shall be desirous of taking a renewed lease of the said premises for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of the said last mentioned term give to the Collector six calendar months' notice in writing and shall pay the rents and sums of money hereby reserved or made payable and perform the several agreements on the part of the lessee herein contained up to the expiration of the said term hereby granted upon the request and at the cost of the lessee to execute and deliver or cause to be executed and delivered to the lessee a renewed lease of the said premises for the further term of thirty years at an enhanced yearly rent not exceeding 4 rupees per acre (and so in proportion for any less quantity) of so much of the said piece of land which may have been opened and cultivated and at the same yearly rent of 8 annas per acre (and so in proportion for any less quantity) of the said piece of land which shall not have been so opened and at the same further yearly rent or sum reserved by clause 29 hereof and under and subject to the same provisos and agreements as are herein contained other than this present agreement

To renew.

Arbitration Clause.

46. If and whenever any dispute or question shall arise between the lessor or the Government of Madras and the lessee as to what portions (if any) of the said piece of land are "cleared" "opened" "unopened" or "cultivated" as the case may be or as to the nature of the cultivation of any part thereof so as to entitle the lessee to compensation under clause 19 hereof or as to the compensation which the lessee shall pay under clause 28 hereof or the rate or amount of any such compensation or if and whenever any dispute or question shall arise between the lessor and the lessee or lessees of any lands adjacent to the said piece of land hereby leased then and in any such case the matter in difference shall be referred to the Collector whose decision thereon shall be final

Interpretation Clause.

47. The word "lessor" shall include his successors and assigns and the word "lessee" shall include his executors administrators and assigns.

IN WITNESS WHEREOF
Esq. the Collector of Coimbatore by order and direction of His Excellency the Governor of Fort St. George in Council given under section 18 of the Madras Forest Act V of 1882 acting for and on behalf of the lessor and the lessee have hereunto set their respective hands the day and year first above written

The First Schedule above referred to.

Registration district.	Sub-registration district.	Village.	Survey numbers.	Boundaries.	Extent.

The Second Schedule above referred to.

Class of reserved tree.	Rough rate per cart-load.			Squared rate per cart-load.		
	RS.	A.	P.	RS.	A.	P.
(1) Teak (<i>Tectona grandis</i>) ...	8	0	0	12	0	0
(2) Rosewood (<i>Dalbergia latifolia</i>) ...	8	0	0	12	0	0
(3) Vengai (<i>Pterocarpus marsupium</i>) ...	6	0	0	9	0	0
(4) <i>Sapindus emarginatus</i> ...	4	0	0	6	0	0
(5) Jack (<i>Artocarpus integrifolia</i>) ...	4	0	0	6	0	0
(6) Wild jack (<i>Artocarpus hirsuta</i>) ...	4	0	0	6	0	0
(7) <i>Diospyros ebenum</i> ...	6	0	0	9	0	0
(8) <i>Calophyllum elatum</i> ...	4	0	0	6	0	0
(9) Cinnamon <i>zeylanicum</i> ...	1	0	0	1	8	0

The Third Schedule above referred to.

Cardamoms.	Thethankottai (<i>Strychnos potatorum</i>).
Wild pepper.	Indian mulberry.
Mattipal (<i>Ailanthus malabarica</i>).	Honey.
Ginger.	Wax.
Dammer three qualities (<i>Canarium strictum</i>).	Deer and Sambar horns.
White dammer (<i>Asteria indica</i>).	Elephant tusks.
Saffron.	Rattans.
Soapnut.	Sikoi (<i>Acacia curcuma</i>).
Gallnuts.	Cassia or Cinnamon buds.

Signed by the abovenamed

in the presence of

Signed by the abovenamed

in the presence of

No. II.

An agreement entered into the

day of

one thousand

Parties.

hundred and

between the Right Honourable the Secretary of State for India in Council (hereinafter

of

(hereinafter called the lessee)

of the other part.

Whereas the lessee has agreed with the lessor through the Collector of the district of Coimbatore acting for and on behalf of the lessor for the purchase at the price of 5 rupees an acre of the right to occupy for the purposes of cultivating thereon coffee tea cocoa cinchona and other plantation products for a term of 30 years the piece of land described in the First Schedule hereunder written subject to the rents hereinafter reserved and to the agreements by the lessee and conditions hereinafter contained

And whereas in pursuance of such agreement the lessee has paid to the said Collector acting as aforesaid the sum of rupees being the price at 5 rupees an acre of the right to occupy the said piece of land

That lessee has paid consideration.

And whereas for the purpose of carrying the said sale into effect the lessor has agreed to execute in favour of the lessee such a lease of the said piece of land as is hereinafter contained when a survey of the said land which the Government of Madras will cause to be undertaken at State expense after the boundaries thereof are cleared and demarcated by the lessee or at the lessee's expense as hereinafter provided is completed

Of agreement for lease.

Demise.
Parcels.

1. The lessor in consideration of the aforesaid sum of rupees (the receipt whereof is hereby acknowledged) and in consideration of the agreements by the lessee hereinafter contained agrees to let and the lessee agrees to take the piece of land described in the first schedule hereto and delineated in the plan thereof hereunto annexed with the rights easements and appurtenances to the said piece of land belonging or usually held or enjoyed therewith

Liberties to the Lessee.

2. With liberty to the lessee to plant the said piece of land with coffee tea cocoa cinchona and other plantation products but not with any other produce and to cultivate such coffee tea cocoa and cinchona and other plantation products and to pick and take the crops thereof

To plant and cultivate.

3. With liberty for the lessee to cut and fell for the purpose of clearing the said piece of land or for the purpose of erecting any building thereon all under-wood and all timber and other trees growing on the said piece of land and to make use of the under-woods, cuttings timber and other trees which shall be so cut down or felled or to dispose of the same for the lessee's own benefit

To cut timber.

4. Provided that the lessee shall not transport or allow to be transported beyond the limits of the Anamalai forest any classified or reserved timber trees which shall be so felled or cut down except on payment to the Forest Department of the Government of Madras of a seigniorage to be fixed in the case of classified trees at such rates as may from time to time be determined by the said Government and not exceeding three-quarters of the maximum rates which have been or may hereafter be notified under section 26 of Madras Act V of 1882 (the Madras Forest Act, 1882) or any subsisting statutory modification thereof or any rules made thereunder as applying to the district of South Coimbatore and in the case of trees of the kinds hereinafter expressed to be hereby reserved such rates therefor respectively as are mentioned in the second schedule hereto

Proviso as to transport of timber beyond the Anamalai forest limits.

5. Liberty to the lessee to use and enjoy all the minor forest produce of the said piece of land such as is mentioned in the third schedule hereunder written but subject to the conditions that he shall not sell or barter the same and that the right of collecting the produce for purposes of trade shall continue to vest in the Forest Department through the agency of the Kaders and other hill tribes and that the lessee shall at all times allow any Kaders and members of other hill tribes of the Anamalai hills with the written authority of the District Forest-officer of to enter upon the unopened parts of the said piece of land for the purpose of collecting and taking away any such minor produce and with any servants of the Government of Madras respectively with the like authority to use any water passing through the said piece of land for domestic purposes and for their animals

To use minor forest produce.

Exceptions.

6. Except so much of the said piece of land as shall be required by the lessor to construct a public road of feet in width throughout the said piece of land along the line drawn for that purpose upon the said plan together with feet of the said piece of land on either side of such road

Except land required for a public road.

7. And except so much of the said piece of land as shall from time to time be required by the lessor to enable the lessee of any neighbouring land or the Local Fund Board of to construct upon or through any part of the said piece of land hereby demised any branch road or roads which shall have been approved of by the Collector for the time being of the district of Coimbatore (hereinafter referred to as the Collector)

And branch roads.

Of minerals.

8. And all quarries mines stone gravel clay brick-earth gold silver and other minerals and precious stones in and under the said piece of land

And certain trees.

9. And all such trees of the respective kinds mentioned in the second schedule hereunder written as are upon so much of the said piece of land as shall not have been cleared

And elephants tusks.

10. And the tusks of all elephants killed upon the said piece of land

Reservations.

11. Reserving unto the lessor and all persons duly authorised by the Government of Madras or any officer thereof on behalf of the lessor

12. Liberty at all times during the term hereby granted to enter upon the said demised piece of land and to make and maintain all or any such roads as are hereinbefore mentioned and all such water-courses culverts and other things in and upon the same respectively or upon the said excepted lands on either side of the road firstly hereinbefore mentioned as he or they shall think necessary for any purpose whatsoever

Liberty to construct road.

13. Liberty to search for throughout the said piece of land digget dress make merchantable and carry away the said excepted stone clay gravel sand brick-earth gold silver and other minerals and precious stones and to sink all necessary pits and shafts and make and erect all necessary erections machinery roads and other conveniences and things for the purpose

To work mines.

14. Liberty to fell cut and carry away from any part of the said piece of land which shall not have been opened any of the said excepted trees and to sell or otherwise dispose of the same

To fell excepted trees.

15. The lessor making to the lessee reasonable compensation for all damage occasioned by the exercise of all or any of the liberties hereinbefore reserved such compensation in case of dispute to be settled by the Collector

The lessor making reasonable compensation.

16. Liberty to enter upon any part of the said piece of land not under actual cultivation for the purpose of passing through the same into any inspection bungalows and other buildings the property of the lessor and from such buildings to the nearest drinking-water or for the purpose of making any inspection or for any other purpose which shall be specified in writing by the Collector.

17. Liberty to enter upon any part of the said piece of land whether cultivated or not cultivated for the purpose of making any inspection or survey or clearing of boundaries or demarcation of boundaries or to enquire into any offence against any law.

To resume lands.

18. And liberty to resume any part of the said piece of land that may be required for any public purpose

19. Making to the lessee by way of compensation a refund without interest of the said purchase money or sum of Rs. so paid by the lessee as hereinbefore is recited or a proportionate part thereof according to the area of the land which shall be so resumed and the rent or assessment paid by him on any part of the said piece of land which shall not have been opened and cleared and which shall be so resumed and at the rate of Rs. 100 per acre of so much of the said piece of land which shall be so resumed and which shall have been cultivated with coffee tea cocoa or cinchona for one year at the rate of Rs. 200 per acre, for so much thereof as shall have been so cultivated for two years at the rate of Rs. 300 per acre, for so much thereof as shall have been so cultivated for three years at the rate of Rs. 400 per acre, for so much thereof as shall have been so cultivated for four years and at the rate of Rs. 500 per acre for so much thereof as shall have been so cultivated for five years or for any longer period, and in the case of so much of the said piece of land which shall be so resumed and which shall have been cultivated with any plantation product other than coffee tea cocoa and cinchona the cost incurred by the lessee in clearing such land.

Making compensation.

area of the land which shall be so resumed and the rent or assessment paid by him on any part of the said piece of land which shall not have been opened and cleared and which shall be so resumed and at the rate of Rs. 100 per acre of so much of the said piece of land which shall be so resumed and which shall have been cultivated with coffee tea cocoa or cinchona for one year at the rate of Rs. 200 per acre, for so much thereof as shall have been so cultivated for two years at the rate of Rs. 300 per acre, for so much thereof as shall have been so cultivated for three years at the rate of Rs. 400 per acre, for so much thereof as shall have been so cultivated for four years and at the rate of Rs. 500 per acre for so much thereof as shall have been so cultivated for five years or for any longer period, and in the case of so much of the said piece of land which shall be so resumed and which shall have been cultivated with any plantation product other than coffee tea cocoa and cinchona the cost incurred by the lessee in clearing such land.

Term.

Term.

20. For thirty years from the day of one thousand hundred and

Rents.

21. Yielding and paying during the demise on or before the 1st day of March in every year to the Collector for and on behalf of the lessor for so much of the said piece of land as shall not consist of public roads or branch roads accepted by the Collector as such the rents or sums following

Reddendum.

22. During the first five years of the said term the certain yearly rent of rupees being at the rate of 8 annas for every acre (and so in proportion for any less quantity) of the said piece of land other than the said excepted land by equal yearly payments on or before the 1st day of March in every year for the year ending 31st day of March

Additional contingent yearly rents.

23. The additional contingent yearly rents following during the sixth and subsequent years of the said term that is to say

For cultivated land.

24. Two rupees for every acre (and so in proportion for any less quantity) of the said piece of land (other than as aforesaid) which shall be cleared

25. Eight annas for every acre (and so in proportion for any less quantity) of the said piece of land (other than as aforesaid) which shall not be cleared the extent of the said piece of land from time to time cleared to be ascertained by actual survey at the expense of the lessor

For land not cultivated.

26. Provided always that the yearly rents payable in respect of the said piece of land whatever part thereof may be cleared in the undermentioned years respectively of the said term shall not be less than two rupees per acre on the undermentioned proportions of the said piece of land (other than as aforesaid) that is to say—

6th year on one twentieth
7th year on one tenth
8th year on three twentieths
9th year on one fifth
10th year on one fourth

11th year on three tenths
12th year on seven twentieths
13th year on two fifths
14th year on nine twentieths
15th and subsequent years on one half

and eight annas in addition thereto in respect of every acre (and so in proportion for any less quantity) of the remainder of the said piece of land other than as aforesaid

27. The said additional contingent rents to be paid yearly on the days aforesaid and the first payment thereof respectively to be made on such of the said yearly days as shall first occur after the event on which they are respectively made payable

When to be paid.

28. And yielding and paying to the Collector for and on behalf of the lessee of the lands through which any branch roads may be constructed such compensation as shall be fixed by the Collector for any land belonging to any other lessee of land in the neighbourhood of the said piece of land hereby demised as may be required for all or any branch roads which shall be constructed by the lessee in or through any such lands of any such other lessee in the neighbourhood of the said piece of land hereby demised

Compensation.

29. And also yielding and paying during the demise on or before the 1st day of March in every year to the Collector for and on behalf of the lessor a further yearly rent or sum equal to the amount of the land cess and village service cess and any other cess which would or might be imposed charged or assessed by law on the said piece of land if the same were land held under a ryotwari settlement the amount of the rents hereinbefore reserved by paragraphs 21 to 25 inclusive being taken as the revenue payable to Government for the purpose of calculating payable by the lessee if the said piece of land is by law already chargeable or shall during the demise become chargeable with land and village service cess and other cesses payable by landholders under a ryotwari settlement

Clear of deductions.

30. All the said several certain additional contingent further and other yearly rents and sums and compensation to be paid clear of all deductions

Agreements by lessee.

31. The lessee hereby agrees with the lessor as follows

32. To pay the said certain yearly rent and (if and when the same respectively shall become payable) the said additional contingent further and other rents compensation and sums at the times and in manner hereinbefore appointed for

To pay rents, &c.

payment thereof clear of all deductions

33. And all existing and future taxes rates cesses assessments and outgoings of every description for the time being payable in respect of or charged upon the said premises

And taxes.

Cultivation and Management.

To cultivate in a husband like manner.

34. To clear and cultivate the said piece of land or so much thereof as shall be fit for cultivation in a good and husbandlike manner

35. Within six calendar months from the date of these presents to clear and demarcate the boundaries of the said piece of land to the satisfaction of the Collector and thereafter from time to time within three calendar months

To demarcate boundaries.

of the receipt by the lessee of any requisition in writing from the Collector so to do to in like manner clear and demarcate the said boundaries and that in default of the lessee so doing it shall be lawful for the District Forest-officer or any other officer authorized by the said District Forest-officer in this behalf to clear and demarcate the said boundaries at the expense of the lessee and that such expense together with a further sum equal to the amount thereof as and by way of compensation for each such case of default shall be recoverable from him in the same manner as the rents hereinbefore reserved are hereby made recoverable

Acts prohibited.

36. Not to destroy or interfere with any wild elephants which may enter or be upon the said piece of land except as provided in Madras Act I of 1873 or any subsisting statutory modification thereof

Not to interfere with wild elephants.

37. Not to interfere with any member of any of the hill tribes of the Anamalai hills and in case the lessee shall find it necessary for the exercise of all or any of the rights or liberties granted to him by these presents

Nor with hill tribes.

to close any paths or ways upon the said piece of land ordinarily used by the members of such tribes to provide other paths or ways to the satisfaction of the Collector

38. To pay to the lessor such sum not exceeding in the whole the sum of four rupees per annum for every acre (and so in proportion for any less quantity) of the said piece of land as shall be fixed by the Collector if

To pay fine on transfers.

and so often as the lessee shall assign or transfer any part of the said piece of land of less than 100 acres in extent.

Stipulations in favour of the lessor.

39. To permit the lessor and all persons authorised by him or by the Government of Madras or any officer thereof at all reasonable times during the said term to enter upon

To permit lessor, &c., to enter.

the said piece of land for the purpose of exercising all or any of the rights and liberties hereinbefore expressed to be hereby reserved

Expiration of the lease.

40. To deliver up to the Collector on behalf of the lessor the said piece of land and all buildings machinery and fixtures and all trees and plants growing and all roads thereon

To deliver up at the end of lease.

in all respect in such state and condition as shall be consistent with the due performance of the agreements herein contained

Power of re-entry.

41. If and whenever any part of the several rents compensation or sums hereinbefore reserved or made payable by the lessee shall be in arrear and unpaid the same respectively shall be recoverable by the lessor under the

provisions of Madras Act II of 1864 or any subsisting statutory modification thereof as arrears of land revenue and if and whenever any part of such rents compensation or sums shall be in arrear and unpaid by a date to be fixed by the Collector or if and whenever there shall be a breach of any of the agreements by the lessee herein contained the lessor or any officer of the lessor or of the Government of Madras may re-enter upon any part of the said piece of land in the name of the whole and thereupon this lease shall absolutely determine

Proviso for recovery of rent and for re-entry.

Agreements by the Lessor.

42. The lessor agrees with the lessee in manner following

43. To permit the lessee on his paying the several rents compensation and sums hereinbefore reserved or made payable by him and performing and observing the several agreements by the lessee herein contained peace-

For quiet enjoyment by the lessee.

ably to hold and enjoy the said premises during the lease without interruption by the lessor or any person claiming under him

44. To permit the lessee at any time during the said term he having paid the said several rents and sums hereby reserved or made payable and having performed the several agreements on his part hereinbefore contained res-

To permit the lessee to surrender.

pectively up to the time of the surrender to surrender all the leased premises but not any part thereof to the lessor at the expiration of twelve calendar months notice in writing to the Collector of the intention of the lessee so to do

45. That if the lessee shall be desirous of taking a renewed lease of the said premises for the further term of thirty years from the

To renew.

expiration of the said term hereby granted and of such desire shall prior to the expiration of

the said lastmentioned term give to the Collector six calendar months' notice in writing and shall pay the rents and sums of money hereby reserved or made payable and perform the several agreements on the part of the lessee herein contained up to the expiration of the said term hereby granted upon the request and at the cost of the lessee to execute and deliver or cause to be executed and delivered to the lessee a renewed lease of the said premises for the further term of thirty years at an enhanced yearly rent not exceeding four rupees per acre (and so in proportion for any less quantity) of so much of the said piece of land which may have been opened and cultivated and at the same yearly rent of eight annas per acre (and so in proportion for any less quantity) of the said piece of land which shall not have been so opened and at the same further yearly rent or sum reserved by clause 28 hereof and under and subject to the same provisos and agreements as are herein contained other than this present agreement

Arbitration Clause.

46. If and whenever any dispute or question shall arise between the lessor or the Government of Madras and the lessee as to what portions (if any) of the said piece of land are "cleared" "opened" "unopened" or "cultivated" as the case may be or as to the nature of the cultivation of any part thereof so as to entitle the lessee to compensation under clause 19 hereof or as to the compensation to which the lessee shall pay under clause 28 hereof or the rate or amount of any such compensation or if and whenever any dispute or question shall arise between the lessee and the lessee or lessees of any lands adjacent to the said piece of land hereby leased then and in any such case the matter in difference shall be referred to the Collector whose decision thereon shall be final

Interpretation Clause.

47. The word "lessor" shall include his successors and assigns and the word "lessee" shall include his executors administrators and assigns

In Witness whereof Esquire the Collector of Coimbatore by order and direction of His Excellency the Governor of Fort St. George in Council given under section 18 of the Madras Forest Act V of 1882 acting for and on behalf of the lessor and the lessee have hereunto set their respective hands the day and year first above written

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Registration district.	Sub-registration district.	Village.	Survey numbers.	Boundaries.	Extent.

The Second Schedule above referred to.

Class of reserved tree.	Rough rate per cart-load.			Squared rate per cart-load.		
	RS.	A.	P.	RS.	A.	P.
Teak (<i>Tectona grandis</i>)	8	0	0	12	0	0
Rosewood (<i>Dalbergia latifolia</i>)	8	0	0	12	0	0
Vengai (<i>Pterocarpus marsupium</i>)	6	0	0	9	0	0
<i>Sapindus emarginatus</i>	4	0	0	6	0	0
Jack (<i>Artocarpus integrifolia</i>)	4	0	0	6	0	0
Wild jack (<i>Artocarpus hirsuta</i>)	6	0	0	9	0	0
<i>Diospyros ebenum</i>	4	0	0	6	0	0
<i>Calophyllum elatum</i>	1	0	0	1	8	0
<i>Cinnamom zeylanicum</i>						

The Third Schedule above referred to.

Cardamoms.
Wild pepper.
Mattipal (*Ailanthus malabarica*).
Ginger.
Dammer, three qualities (*Canarium strictum*).
White dammer (*Vateria indica*).
Saffron.
Soapnut.
Gallnuts.

Thethankottai (*Strychnos potatorum*).
Indian mulberry.
Honey.
Wax.
Deer and sambur horns.
Elephant tusks.
Rattans.
Sikoi (*Acacia concuma*).
Casia or cinnamon buds.

Signed by the abovenamed }
in the presence of }
Signed by the abovenamed }
in the presence of }

Exd. Shaik Karim

40 Copies.

First copy sent to Press.

Delivered for signature.

Despatched in print.

Read again C.O. No.
100

C.O. No.

Reference to C. No.

Office of Government.

Office of Government.

Office of Government.

DO NOT SIGN UP, BEING FOR THE OFFICE
IN ORIGINAL.

A.B.—

A = Part in R.P.
B = Not to be printed.
P = Printed at end only.