

8-1-87/RH

Revenue (1897) Department.

MISCELLANEOUS SERIES.

G.O., No. 1097

DATED 24th Feb 97

[Despatch Abstract.]

Passing orders on letter from the Collector of Nilgiris submitting for consideration certain points in reference to the lease under which land was granted to Co. tammaru K. yin k h a n a Club.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Revenue (1897) Department.

CURRENT No.

The Hon. Mr. C. P. R.
The Hon. Mr. B. C. R.

From

The Collector of
Nilgiris

Order no.

The alterations in the
draft lease indicated
in paras 2, 4, 5, & 6 of the
Govt. Solicitor's letter
No 22 d. 15.1.97 are approved.

Ref on C 13 No. 284
1897.

Dated 27th

Received 1-2-97

Registered 2-2-97

Enclosures

Spare copies

SUBJECT.

Submitting for the consideration
of Govt. Certain points in
reference to the lease under
which land was granted to
Gottacarnum Gyanthana
Club.

To the Collector of Nilgiris
with enclosed.

Note for the Despatches

Keep copy of the corre-
pondence between the
Collector of Nilgiris & the Govt.
Solicitor.

(A. J. Feb 97)

G. O.	No.	Department.	Date.
13.	128	K. T. A.	12-6-20
	129	K. T. A.	12-8-20
	130	K. T. A.	12-8-20
	131	K. T. A.	12-8-20
	132	K. T. A.	12-8-20
	133	K. T. A.	12-8-20
	134	K. T. A.	12-8-20
	135	K. T. A.	12-8-20
	136	K. T. A.	12-8-20
	137	K. T. A.	12-8-20
	138	K. T. A.	12-8-20
	139	K. T. A.	12-8-20

G.O.	No.	Department.	Date.

22

2. The alterations in red ink on pages 3 and 4 relating to the maintenance of the piece of land marked A and B, and on the plan and to the carrying on of any trade or business by the lessee should not I think be agreed to as the G. O. of the 19th September 1896 directs "that the Club shall maintain the slope below the road intact and in good repair and in condition so as to ensure the safety of the road" and the G. O. of the 8th July 1896 directs that one of the conditions of the lease shall be that the land shall be used exclusively for the purposes of a gymkhana ground, and the lease, as altered, does not carry out these directions. The alterations should therefore be struck

struck out except that at the bottom of
p. 4.

3. With reference to the assessment,
this is a matter which should be settled
before the lease is executed. The covenant
by the lessee only provides for payment of
assessment taxes &c if any and if the
Government does not require the Club
to pay the assessment the lease can be
altered in this respect. The lease refers
to Municipal assessment and other
taxes imposed by law and it seems only
reasonable that the lessee should pay these.

4. The lease may be amended by the
Governor. See draft lease.

5. I return the draft lease so that the
Governor's Club may be informed how
far Government ^{assessments} ~~assessments~~ to its alterations
and I shall be glad to have the description
of the land inserted and the plan sent.

I have &c &c
Edw Barclay
Government Solicitor

The Government Solicitor.

I wish to acknowledge receipt of your
letter of Jan. and to ask you to be kind enough
to reconsider the objections it raises, in the
light of the following remarks.

2. Alterations on p. 3. The provision to keep
the land in its present state can, I would
suggest, hardly stand, for when the lessee
excavated part of the premises will be a bog
which must be filled up and on another
part a Pavilion must be built. Perhaps
the wording might be simply "in good order
and condition".

3. Alterations on p. 4.
(1) "So as to ensure". The Club cannot ensure
the safety of a road outside its limits. The
word "so as to affect" is sufficiently pro-
tect Govt. The clause in the draft that the
Club shall maintain the slope below the
road intact and in good repair & condition
so as to ensure the safety of the road might
be put in to tide over articles, but altering
"ensure" to "not to affect".

(2) The Club has no desire to carry on any
trade & business in the ordinary acceptance
of the term, but it decides I suppose to sell
refreshments to members, and to give
stand ticket holders & the like at a race
meeting. Strictly construed, this is a trade
or business, but it is one which may
lawfully.

lawfully (or the word might be rather
legitimately) carried on by a symphonic
Club. With this verbal alteration, per-
haps your objection may be waived.

(3) The alteration of the word "ground"
to "premises" probably glanced at the
construction of a Pavilion or ^{g. g. g.} stand.

3. With reference to para 3 it is as I
understand the wish of Govt. to keep
the rubric substitution of all other
payments to Govt. In this view, the words
"taxes, rates or assessments" would seem
to refer to a municipal levy and it would
seem advisable to prefix the word "local"
or "preference" Municipal to the phrase.

4. The lands to be surveyed in a
few days, after which the description
of the land and the plan can be sent
to you.

(initialed) that
9-1-97

To the Govt. Secretary, Madras.

...

R. C. B. 28/4/97

...

2/10/97

No 22

Madras 15th Jan. 1897

From

Ernest Barclay

Govt. Solicitor

Madras

To

The Collector of Nilgiris

Ootacamund

Sir,

1. I have the honor to acknowledge
receipt of your letter of the 9th instant R.C.B.
28/4/96.

2. Having regard to the statement in
para 2 of your letter I agree that the wording
in reference to the alteration on p. 3 might
be simply "in good order and condition";
but, in face of G.O. no. 3757 of 19th
September last, I have no authority to
make the alteration suggested by you.
3. alterations on p. 4

I do not agree with you as to the
first alteration here, as there is great
difference between "ensuring" the safety
of the road and "not affecting" the
safety of it. The G.O. says the Club shall
maintain the slope so as to ensure the
safety of the road and, unless otherwise
ordered by Govt., this must be ad-
hered to. All that the Covenant in

the

The lease provides is, that the Club shall keep the slope in good order and condition as to ensure the safety of the road, not to ensure the safety of the road against all risks which may occur outside the land demised.

4. I agree with the suggestion contained in para 3 (2) of your letter and would substitute the word "legitimately" for "lawfully," but I think this question should also be referred to Govt.

5. The alteration of "Gymkhana ground" to "Gymkhana premises" may, I think, be allowed as the G.O. of the 8th July 1896 sanctions the granting of the lease on the condition the land being used exclusively "for the purposes of a Gymkhana ground," and the erection of a pavilion or grandstand would come within such purposes.

6. If, as you say, it is the wish of Govt. to levy the rent in substitution of all other payments, I take it that this would mean other payments to Govt. but would not include Municipal or Local Fund taxes. I think therefore the words "Municipal or Local Fund" should be inserted before the word "Taxes" in the Covenant to pay taxes &c. This however is another question which I have

have no authority to decide and which must be referred to Govt.

I. I return the draft lease and

I have the honor to be &c

Ed Ernest Barclay

Govt. Solicitor

Nelgiri Collector's Office

Ootacamund 27th January 1897

From

J. H. A. Inamheera Esq.

Ag. Collector of Nelgiris

To

The Secretary to Government
Revenue Department
Madras

Sir,

Government in their orders 1001 M.L.
15th June 96
3757 M.L.
19th Sept 96 having consented to lease certain land
to the Ootacamund Gymkhana Club and having
directed the Government Solicitor to draft a
lease, that officer sent me the enclosed draft
which was submitted to the Gymkhana
Committee. They returned it suggesting certain
alterations and conditions, as to which I
addressed the Government Solicitor. I have the
honor to solicit orders on the points raised in the
enclosed letters as marginally noted

2. The points raised are these;

Alteration on p. 3 of the draft lease. The Government
Solicitor agrees that the provision to keep the land
"in its present state" might be simply "in good
order and condition, but he requires the sanction
of Government for the alteration. I beg it may
be given.

Alterations on p. 4. The Committee demurred
to maintaining the slope supporting the new road

From Govt. Solicitor
dated 6 and 15 Jan.

To Govt. Solicitor
dated 9th Jan.

So as to "ensure" the safety of the road. The Explanation of the Government Solicitor that this cannot glance at risks outside the land demised will probably satisfy the Committee.

The Committee desired to take power for such legitimate trade or business of a Gynkhana Club as consists e.g. of selling refreshments to ticket-holders in the grand stand at races. The Government Solicitor agrees to the alteration, provided it receives the sanction of Government. It may I think be properly sanctioned.

Assessment. As I believe the rent is to be the only payment to Government, I suggested that "the taxes, rates & assessment" spoken of as payable by the Club must be Municipal & should be so described. The Government Solicitor wishes this to be referred to Government.

3. I may add for the information of Government that the Survey (& consequently the preparation of the plan) still awaits the completion of the road, without which it is impossible; this however is nearly finished.

I have the honor to be
Sir

Your most obedient servant

for Ag. Collector

Copd. T. B. A.
End.

The Hon. Mr. G. P. C. C.
The Hon. Mr. G. P. C. C.

Approved power ally; but I
am not sure the words of
page 2. The land is not to be
assigned for a certain use but
for all taxes rates & assessment
whatsoever it may now or may
at any time hereafter during the
period be imposed; but at
the end of the period it may
be paid for all taxes rates
assessment; but it is suggested
that the words "Municipal
or Local Taxes" should be inserted
before taxes. Why not insert
after the words "for the
period" the words "but subject
to the law as to all personal
taxes & local rates as in the
or during the period of disposal
of the land or lands?"

17/2/97

P. T. O.

15/2/97

C. No. 971 of 97

C. O. No. 1097 of 24 Feb. 97

In the circumstances
stated, the Government is pleased
to direct that the draft lease prepared
by the Government Solicitor be altered
as indicated below:-

- (1) Page 3. line 1. Insert the words "Municipal or Local Taxes" before the word 'taxes'.
- (2) Page 3. last line. Strike out the words "in its present state."
- (3) Page 4. line 1. Strike out the word 'and'.
- (4) Page 4. line 5. Strike out the words "any trade or business"
- (5) Page 4. line 6. After the word 'through' insert the following "any trade or business save such as may legitimately be carried on by a Gynkhana Club."
- (6) Page 4. line 7. For the words "a Gynkhana ground" substitute "Gynkhana premises".
- (7) Page 4. line 19. After the word 'assign' insert "or any officer of the donor or his successors duly authorized in this behalf."

2. The other alterations suggested by the Gynkhana Committee do not

not meet with the approval of -
Government.

Wm. 17.

It is submitted that on
page 2 it is the "yearly
payment" which is the price
of all taxes &c. while on
page 3. the taxes are payable
in respect of such premises &c.
in addition to the yearly rate
of 4 Rs. per acre.

Wm. 17.

I have passed the Dargah
28
23/2/97

Issued
Wm. 17.

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

189

READ AGAIN G.O. No.
189

DATED

CURRENT No.

ENCLOSURES TO G. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH DITTO

PAPERS NOT FILED UP, BEING SENT FOR DISPATCH
IN ORIGINAL

N.B.:-

A = Copy in full.

B = Not to be copied.

F = Copy abstract only.

Q = Copy heading only.

To
The Collector of Nilgiris with enclosures
returned.

Note for the despatches.

Keep copy of the correspondence
between the Collector of Nilgiris and
the Government Collector

(R.
12 Feb 97)

8-1-87/RH

Revenue (1897) Department.

MISCELLANEOUS SERIES.

G.O., No. 1097

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The Hon. Mr. C. P. R.
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No 22 d. 15.1.97 are approved.

Ref on C 13 No. 284
1897.

Dated 27th

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Spare copies

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(A. J. Feb 97)

BACK PAPERS.

G.O.	No.	Department.	Date.
13.	122	Revenue	1896

FURTHER PAPERS.

G.O.	No.	Department.	Date.

No. 7

Madras 6th Jan. 1897.

From

Ernest Barclay

Government Solicitor

Madras.

To,

J. A. A. Tremenhare Esquire,

Acting Collector of Veljeeris.

Sir,

I have the honor to acknowledge receipt of your letter of the 17th December last to B 284 with draft lease of gymkhana ground at Co. V. command.

2. The alterations in red ink on pages 3 and 4 relating to the maintenance of the piece of land marked A and B and on the plan and to the carrying on of any trade or business by the lessee should not I think be agreed to as the G.O. of the 19th September 1896 directs "that the Club shall maintain the slope below the road intact and in good repair and condition so as to ensure the safety of the road" and the G.O. of the 8th July 1896 directs that one of the conditions of the lease shall be that the land shall be used exclusively for the purposes of a gymkhana ground, and the lease, as altered, does not carry out these directions. The alterations should therefore be struck.

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(initialed) that
9-1-97

To the Govt. Secretary, Madras.

R. C. B. 28/4/97

2/10/97

No 22

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Govt. Solicitor

Nelgiri Collector's Office

Ootacamund 27th January 1897

From

J. H. A. Inamheera Esq.

Ag. Collector of Nelgiris

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The Secretary to Government
Revenue Department
Madras

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dated 6 and 15 Jan.

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Your most obedient servant

for Ag. Collector

Copd. T. B. a
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The Hon. Mr. G. P. C. C.
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or Local Taxes" should be inserted
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after the words "for the
purpose of page 2. but subject
to the law to all present and
future taxes & local rates as in the
or during the period of disposal
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17/2/97

P. T. O

15/2/97

C. No. 971 of 97

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I have passed the Dargah
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Issued
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To
The Collector of Nilgiris with enclosures
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Note for the despatches.

Keep copy of the correspondence
between the Collector of Nilgiris and
the Government Collector

(P.
12 Feb 97)

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

189

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DATED

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ORDER OF GOVERNMENT

A A A A A A A

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