

Revenue (189⁸) Department.

MISCELLANEOUS SERIES.

G.O., No. 2303

DATED 27th May, 1898.

[Despatch Abstract.]

Passing orders as to the qualification what kind of officer should undertake the survey of the lands on the Annamalais applied for for Coffee Cultivation.

BACK PAPERS.

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

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
		4850/23 = 2969 16-5-98			CN: 4465/02		

Revenue (1898) Department.

CURRENT No. 2247

From

The Board of Revenue, Land Revenue
Madras.

Order

Forest No. 160 Mls.

Dated 16th March 1898

Received 19/3

Registered 21/3

Enclosures /

Spare copies

SUBJECT.

Passing orders on the suggestion
of the Collector of Coimbatore to
make certain alterations in the
agreements for the lease of lands
for coffee cultivation in the Anama-
lais.

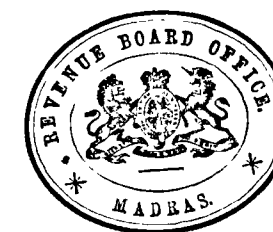
BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

2,000
20-1-98.



Proceedings of the Board of Revenue (Land Revenue).

Forest No 160 Mis, dated 16th March 1898

Read the following Endorsement of the Conservator of Forests Southern Circle, dated 8th February 1898, No .3085 on letter from the Collector of Coimbatore, dated 19th January 1898, Ref. on. No. 849/Genl.

Forwarded.

I certainly think that the demarcation and surveys, referred to in para 3 of the Collector's letter, should be done by Forest Agency.

As regards his para 4 I think the cost of demarcation and survey should be treated as for land sold under the waste land rules, and form part of the upset price.

I agree with the remaining remarks of the Collector.

Resolution.

In his letter read above, the Collector of Coimbatore raises the following points with reference to the lease of lands for coffee cultivation in the Anamalais:-

(1) Whether the agreements are liable to stamp duty under the Indian Stamp Act 1 of 1879 and if so whether Rs. 2 per acre on half the area and annas eight on the rest, of the holdings may be taken as the average annual rent for the purpose of fixing such stamp duty.

(2) Whether the orders of Government directing that the survey should be conducted by Revenue Inspectors cannot be considered and the work delegated to the District Forest Officer.

(3) Whether the decision that in the case of applications for lands made after the receipt of G.O.Rev.No.1014,dated 4th December 1897 the sale should not take place before the areas and boundaries have been determined at the applicant's cost ,is to be understood to mean that the applicants themselves should undertake the work of surveying and clearing the boundaries.

(4) Whether in the event of the District Forest Officer being allowed to undertake the work above referred to,at the cost of the applicants it is not advisable to extend the period allowed under the rules between deposit and sale.

(5) And whether the date of sale or original grant,or the date of execution of the agreement or lease should be the date from which the term of the lease should commence.

The Collector also suggests alterations in certain articles of the agreement which will be noticed further on.

2 Collector's query (1) is answered in the affirmative and the Board considers that his calculation of the average annual rental per acre is as near as it can be made.As regards query(2) the Forest Member who was recently on tour in the district has satisfied himself on ~~query~~ enquiry that it is altogether out of the question for Revenue Inspectors to do the work in these localities.The Board however feels doubtful if the District Forest Officer can do the work as he has Sawmill operations to look after which themselves ~~in~~ take him away a good deal from his ordinary divisional work;but a forest officer of the standing of an Assistant Conservator or Extra Assistant Conservator could do it under the supervision of the District Forest Officer.The Conservator of Forests is requested to report further on the point.

3 Collector's query (3) is answered in the negative as it seems obviously the intention of Government that the survey should be paid for and not done by the applicant.The Collector is apparently under the impression that it is impossible to calculate accurately the actual cost of clearing,demarcation and survey in each individual case,and considers that a fixed charge per acre should be recovered from the applicants or highest bidder in the same way as the incidental expenses of notifying and advertising the sales &c are now recovered under the rules V & IX approved by Government.The Board understands that in

regard to the Shevaroy leases in the Salem District,the actual cost is calculated,the forest officers time spent on the work being accurately recorded and his pay for such period being added to the other charges.If this can be done a fixed rate per acre could still be made for the deposit,before the operations are begun,when a correct estimate is impossible.As however in para 3 of G.O.Rev.No.1014,dated 4th December 1897 it is stated that the rules issued under G.O.Rev.No.495,dated 28-9-96 will be revised and re-issued later on,Government may recast them in many possible ways and until they are reissued the Board considers that any discussion of the matter would be useless.

4 As regards the raising of the period fixed between deposit and sale (Collector's query 4) the Board observes that the rules authorize the Collector to fix the date of sale at his discretion provided it is not less than 3 months from the date of deposit and the notification of sale has to be posted on the land for the same period.It is therefore within the Collector's competence to fix a date allowing 6 months or more if that interval is necessary for the completion of survey.

5 The Board considers it unnecessary to ask for a reconsideration of the orders already passed by Government as regards the date from which the lease is to run (Collector's query 5).The terms of rule VIII of the Rules,which as already remarked are to be revised,would of course apply to the "agreement to ~~the~~ lease" printed in B.P.F.No.5,dated 7-1-98 which is in effect a lease.It was not known when the rules were drawn up that there would be any difficulty about the grant of a technical lease.Moreover the agreement itself is clear on the point.Article 21 lays down that the rent is payable from the date of the demise and Art: 1 shows that the demise takes place at once under the agreement. What really requires alteration is Article 22;because until survey is completed the area and therefore the rent for the ~~fix~~ first five years is unknown.The Board therefore considers that the words "be the same more or less" and "ascertained by the aforesaid survey when completed,"should be added after the words "rupees" and "piece of land" occurring in lines 1 & 4 respectively of the article.

6 (a) The addition proposed by the Collector in para 5 of his

letter, to the 1st para of the preamble is, the Board considers, unnecessary as the schedule itself which is perfectly elastic can be drawn up so as to avoid any difficulty, in as much as the preamble simply states that the land is described in the schedule 1 appended to the agreement. The columns in the skeleton schedule are inappropriate and seem to have been merely copied from a standard type in use in ordinary leases in the low country. It need not be rigidly followed.

(b) The Collector represents that the words "plantation products" used in the preamble and articles 2 & 19 of the agreement are vague but has not suggested any amendments. The Board is of opinion that the words "coffee, tea, cinchona and other plantation products" cannot easily be improved upon and would not therefore attempt to amplify them.

(c) Before adopting the Collector's suggestion to omit the word "with" occurring in the last line but two of art. 5 reference to the manuscript agreement now in the Government Office seems necessary. This article should however begin with the word "with" which may now be inserted.

(d) The Board has, in the circumstances reported by the Collector in para 8 of his letter, no objection to the insertion of the figures "20" & "15" in the blanks in lines 2 & 3 respectively of article 6.

(e) The Collector's suggestion to insert the word "except" after the first word "and" in articles 8, 9 and 10 is in consonance with the wording in articles 6 & 7 and may be adopted.

(f) The Collector represents in para 10 of his letter that article 10 is inconsistent with the 3rd schedule. Article 10 reserves to Government the tusks of all elephants killed upon the said piece of land while article 5 and 3rd schedule give the lessee liberty to enjoy as minor forest produce "elephant tusks". The Collector is apparently of opinion that the words "elephant tusks" should be struck out of the schedule. There is no inconsistency, and as moreover Government approved this schedule on the recommendation of the Collector and the Board - (vide G.O. 111 Rev., dated 20-2-97) no alteration is called for.

(g) Mr. Butterworth considers that a Collector being the subordinate and representative of the lessor cannot "arbitrate" impartially when disputes arise between the lessor and the lessee and recommends that a reference to the Board or Government should be provided for in articles 15 and 46. The Board fails to see the force of the Collector's

argument as the Board is as much subordinate to the lessor as the Collector while the Government is the lessor itself. For either body to be appointed to "arbitrate" would be at least open to the same objection. Moreover this provision was expressly ordered by Government in para 8 (xx) of G.O. Rev. No. 495, dated 28-9-96 and the Board therefore considers that there are no grounds for any alteration.

(h) The Collector points out that the gap in line 4 of article 25 is unnecessary. He can of course avoid it, drawing up the lease.

(i) Para 14 of the Collector's letter. The Collector remarks that the exact meaning of article 36 is not apparent and considers it unnecessary. It is however observed that the point was embodied in the conditions drawn up at the conference held at Coimbatore on the 25th June 1896 (vide item r of para 2 of Mr. Bradley's letter in B.P.F. No. 466-A, dated 3-10-96). The article is quite harmless and was expressly ordered by Government in para 8 (XV) of the G.O. referred to in item (g) supra. It should therefore stand.

(j) As regards the difference alleged to exist in the wording of article 5 between agreements 1 & 11 in B.P.F. No. 5, dated 7-1-98 the Board presumes that the Collector refers to the use of the words "use and enjoy all" in line 1 para 5 of agreement No. 11 printed by mistake in the G.O. communicated with the manuscript copy of the Proceedings instead of the words "enjoy the free use of".

The Collector is referred to the printed copy of the Progs in which the mistake has been rectified.

(True Copy and Extract)

Reel
Secretary

To the Collector of Coimbatore.

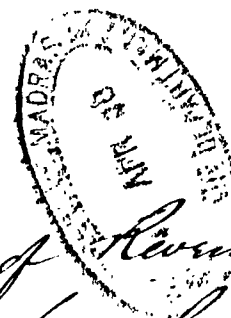
To the Conservator of Forests S.C.

Copy to the Secretary to Government, R.D. with Collector's letter in original to be returned.

1898.
Board of Revenue
(Land Revenue),
MADRAS.

Revenue (1898) Department.

CURRENT No. 2621



From

The Board of Revenue,
Land Revenue,
Madras.

Forest No. 150 Ref.

Order

Dated 31 March 1898.

Received 1/4

Registered 2/4

Enclosures 1.

Spare copies

SUBJECT.

Submitting, with remark, to
Government with reference to
P. 7 P. 110, dated 16.3.98 letter
from the Conservator S.C. reporting
on the question of the survey of
the lands applied for the Anaima
Lais for coffee cultivation.

Proceedings, dated 1898.

No.

Subject.

BACK PAPERS.

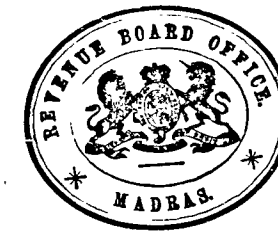
G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

Reference on *for* No. 742 of 1898.
In replying the above should be quoted.

(LAND REVENUE.)



*Read letter from the Conservator
of Forests, Southern Circle, dated 22nd March 98,
Dis No 586.*

Reference No 150, dated 31st March 98.

*Submitted to Government with
reference to B. P. 160 dated 16th instant. It
is requested that the orders contained in para
5 of G.O 1014 Rev. (Forest 231) dated 4.12.97 may
be modified as suggested in para 7 of the
Conservator's letter.*

Recd

*To The Secretary to Government. Secretary.
R. D with letter in origl to be sent.*

Read C no^s 2247/98
2621/98.

in para 2 of the first
of the map read above

Dr. K. P. Singh.
27/5/98.

(For notes: vide notes
under p. 27/5/98.
Ch. 2 - 4 of the printed
notes)

G.O. Misc. no. 2303 d/27th May 98.
~~In the circumstances~~
~~reporting for the Govt Consider~~

that the services of a compe-
tent surveyor from the Govt of
India Survey Party should
be obtained ^{if possible} for the survey
of the lands on the A. & A. map,
but if such an officer cannot
be had, a Na ^{who has obtained} for ~~the~~
the Dehra Dun Certificate
may be employed. In
either case, the District
Forest Officer should check
the work, as it would be
unsafe to accept the demarc-
tion of a subordinate with-
out verification by a su-
perior officer's work
should be done under the
supervision & check of
the District Forest Officer.

Ullah
27.5.98 17.5.98

To the Board of Rev (L.R.)
with 2 Encls.

Mr
26/5/98.

Despd.
1.6.98