Dis

Revenue (1898) Department.

MISCELLANEOUS SERIES.

G.O., No. 2396
Confidential 1038

Dated 4th June 1898

[Despatch Abstract.]

giving the Collector and guardian, Vegicanagram Zamindari discretion to arrange without reference to Govt, certain minor matters connected with the estate.

Found tucked away at the back of a drawer in the Revenue Office table.
DGH
27/X/05

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 Department.

C.W.O. 3988 758

CONFIDENTIAL.

Revenue Secretariat,

3 6 1898.

My dear Horne.

As you are probably aware a dispute exists between the Vizianagram Estate & Mr. H. G. Turner in regard to mining leases. Incidentally it has come to light that the lease of land in the Gorbham village which the Estate has

D 1,000—8-4-97.

REVENUE DEPARTMENT.

No.

From

H. M.
Hon. Sir Henry Stokes KCSI
H.E. The Gov.
No, on ff. letter
HS

Dated 189 .

FOR ORDERS.

This is a D.O. from Mr. Wilkinson reporting on the present position of the dispute about the mining concessions made by the Vizianagram Estate to H. G. Turner.

The D.O. carries matters no further than already reported except that Sir Charles Turner has been selected as arbitrator and that an attempt which has proved abortive has been made to submit issues agreed on to him. Mr. W. thinks that the matter will now go to him without any issues.

Mr. W. asks "for the general approval of Govt. to the steps which he has taken and for permission to use my discretion without further reference to it in bringing the matter to a final issue."

I think looking to the great discretion with which Mr. W.

me to revise the note which I had prepared on the subject before going to England and to correct some errors and omissions in it. As soon as the revised note was ready I forwarded a copy to Sir P Hutchins and asked him to advise me as to whom I should employ as my Solicitors. He introduced me to Sir A Wilson - the Legal Advisor to the Secretary of State - who, after going through the papers gave me his opinion and advice privately and introduced me to Messrs Freshfield and Williams, the Solicitors to the Bank of England, in whose hands he recommended me to place the matter. Acting under their advice I demanded, through the managing director of the Company, that Mr Turner should replace the Estate in the position of a half sharer in his interests, from which it had gradually been ousted without consideration, and that he should show that he had fulfilled his part of the original arrangement, under which both parties should have contributed equally to the initial expenses, or give up his share of the royalties. Correspondence with Mr Macfadyen followed and eventually I expressed

FOR ORDERS.

Yes
K W S
A.S.H

...as bitten to handled the matter
...Ent. had better give him the
...direction he asks for. He gives
...his reasons on the last page
...of the D.O.
...He also asks Ent. to direct
...that the grant of Markham
...any mining lease for the lands
...in Garbham shall stand over
...until some settlement is arrived
...at between the Company and the
...Estate. Mr. Storm has now called
...an expert officially in what
...lands mining operations are being
...or have been carried on & whether
...Ent. has any & if so what interest
...in the mineral in any of the
...lands. Mr. Storm has now called
...requiring to identify the lands
...improperly occupied and to
...ascertain the quantity of ore
...removed therefrom." he appears
...has now arrived. Since however
...any mining lease must be
...granted by Ent. this is no
...doubt that a lease can be
...granted in respect of these
...blocks if the Collr. advises to
...the rate. Perhaps it will be well
...to call his attention to this point.

Vide p. 129 of this note book &c.

This should be done, & he should be told the objection with which it is done. 16/9 8 H.
...on which grant of mining leases. 3/6
8.9.4
3.6.98

No 9

Samasthanam Revenue
office, Vizianagram
23rd May 1898

From,

W. A. Willock Esquire
Collector and Guardian
Vizianagram zamindary

To,

G. S. Forbes Esquire
Revenue Secretary to the Govern-
-ment, Fort St. George, Madras.

Sir,

I think that I should place the present position of affairs with regard to my dispute with Mr Turner about his mining Concessions in the Vizianagram Estate before Government as I am managing it under its control and the matter is of great importance.

On my arrival in England I communicated with Mr Macfadyen, the managing director of the Vizianagram Mining Company, who placed much valuable information at my disposal and read to me an explanation from Mr Turner regarding the transactions which I took exception to. This enabled

myself willing to refer the matter to arbi-
-tration. To this Mr Turner agreed subject
to the condition that the arbitration should
be on issues approved by his solicitors. We
had some difficulty about the selection of
an arbitrator, in which Mr Turner's con-
duct was not all that could be desired,
but eventually Sir Charles Turner was
selected and accepted the duty.

Messrs Freshfield and Williams
then prepared a draft agreement for refer-
-ence to arbitration which, after correction
by counsel, was forwarded to Mr Turner's
solicitors for approval. This could only
be done four days before my departure from
England. Their first action on receipt of
the draft was such that my solicitors
were disposed to advise me that Mr Turner
obviously did not mean that a fair refer-
-ence to arbitration should be made.
A conversation with the managing director
and an intimation that if arbitration
was not accepted or steps taken by the
Company to bring the matters in dispute
before a Court by the 15th June I would be
obliged to resort to active steps to protect

the interests of the Estate seems to have pro-
-duced a good effect, as by the following
mail I received back the draft agreement
amended by Mr Turner's solicitors. I forward
a copy of the original and ~~of the~~ amended
draft. Messrs Freshfield and Williams also
sent the opinion of Counsel on the alterations
which was to the effect that the only really
material one was the omission of clause(c)
and that that was a vital one which I could
hardly accept. To this I agreed and have ins-
-tructed them to inform Mr Turner's solici
-tors accordingly. From a letter which I
have just received from Mr L. J. MacCarthy
another director - I think it very probable
that Mr Turner will now agree to place the
whole matter in Sir Charles Turners' hands
without any definite issues being agreed
to between us.

I think it advisable to ask for
the general approval of Government to the
steps which I have taken and for permission
to use my discretion without further refer-
-ence to it in bringing the matter to a final
issue. The documents are all at home in
Messrs Freshfield and Williams' hands and

to get them out for submission to Govern-
-ment or to apply for orders at each stage
of the transaction would involve a delay
which would probably be fatal and would
certainly render it impossible for me to
see the matter through before applying for
furlough. It is absolutely necessary that
I should be able to act promptly on any
proposal which may come before me and,
as will be observed from what I have stated
above, I am acting under the best advice ob-
-tainable in London.

I understand that the Com-
-pany has applied for mining leases for
service in am lands within the village of
Garbham. Considering all that has passed
I think I may fairly ask Government to
direct that the grant of their lease shall stand over
until some settlement is arrived at bet-
-ween the Company and the Estate.

I have the honor to be
Sir,
Your most obedient servt
W A Wilson
Collector and Guardian
Vizianagram zamindary

Vizianagram Manganese Company

Estate Draft of Agreement.

This Agreement made the day of 1898 Between Henry Gribble Turner of No 19 Sloane Gardens in the County of London Esquire of the one part and William Alexander Willock of Esquire of the other part Whereas the late Sir Mirza Sree Raz Munney Sultan Bahadoor Maharajah of Vizianagram deceased (hereinafter referred to as "the said Maharajah") during his life time had various dealings and transactions from time to time with the said H.G. Turner And Whereas the said W.A. Willock represents the estate of the said Maharajah has questioned the validity of certain Mining

Mr. Turner's corrected Draft of Agreement

This Agreement made the day of 1898 Between Henry Gribble Turner of No 19 Sloane Gardens in the County of London Esquire of the one part and William Alexander Willock of Esquire of the other part Whereas by an Agreement dated the 16th February 1891 and made between the late Sir Mirza Sree Raz Munney Sultan Bahadur Maharajah of Vizianagram deceased hereinafter called the Maharajah of the one part and the said H.G. Turner of the other part certain rights to search for gold and other minerals over a district there mentioned

concessions purporting to have been granted by the said Maharajah to the said H. G. Turner and dated the 16th February 1891 and 8th February 1896 respectively and certain Leases purporting to have been granted by the said Maharajah to the said H. G. Turner in pursuance of the said concessions and has made certain claims and demands in respect of a sum of Rs. upon the said H. G. Turner 80,000/- advanced to him for arising out of and in the considerations expressed connection with the deal- in the same agreement -ings and transactions and whereas by an agree- between the said Maha- -ment dated the 14th day of -rajah and the said H. December 1894 and made G. Turner and the said between the Maharajah the W. A. Willock has agreed said H. G. Turner and not to question the validity Arthur William Turner of the said concessions and there called the vendors of Leases upon condition that the one part and the the said H. G. Turner and Vizianagram Company with a right to leases of selected land were granted to the said H. G. Turner and whereas a lease dated the 7th March 1893 was granted in pursuance of the said Agreement and whereas by an Indenture dated the 7th Dec. 1894 and made between the same parties the Maha -rajah released the said H. G. Turner from all claims

W. A. Willock should refer to arbitration all the - questions disputes matters and things hereinafter more particularly specified in manner hereinafter appearing Now it is - mutually agreed and declared as follows:-

Limited of the other part reciting that the said lease was granted to the said H. G. Turner upon trust for himself the Maharajah and the said Arthur William Turner it was agreed that the vendors should sell and the company should purchase the said lease and certain chattels upon the terms there mentioned And whereas by an agreement dated the 21st day of February 1895 and made between the Mahara -jah of the one part and the said H. G. Turner of the other part it was agreed that in consideration of services rendered by the said H. G. Turner the Maharajah should transfer to him 10,000 shares of £1 each in the said company And whereas by an agreement

dated the 8th February 1896
and made between the same
parties the Maharajah
granted to the said H.G. Turn-
-ner further rights to search
for gold and other minerals
over a district there mentioned
with a right to leases of sele
-ted land as there mentioned
And Whereas two leases
each dated the 17th day of
June 1896 were granted by
the Maharajah to the said
H.G. Turner under the last
mentioned agreement And
Whereas under an agree-
-ment dated the 7th January
1897 and made between the
said H.G. Turner of the first
part the said Arthur Willi-
-am Turner of the second
part and the said Company
of the third part the said two
leases of the 17th June 1896
and certain rights under
the agreement of the 8th Feb
-mary 1896

February 1896 were sold
to the said company And
Whereas the said W. A.
Willock who is the Guar
-dian of the property of
Meerja Raja Vizia Rama
raj Munya Sultan Baha
-dur of Vizianagram the
heir of the aforesaid late
Maharajah of Vizianag
-gram under the Guar-
-dian and Wards Act
(Madras Act VIII of 1879)
and as such represents
the Estate of the said Maha
-rajah has questioned the
validity of the said Agree
-ment of the 21st February
1896 on the ground that it
was entered into without
consideration and was
procured by the said H.G.
Turner by means of undue
influence exercised by him
all which the said H.G.
Turner denies And the

paid W. A. Willock also claims that the Estate of the Maharajah is entitled to some share in the consi-deration payable by the said company under the said agreement of the 7th January 1897 And Where AS the said H. G. Turner contends that the Agreement of the 21st February 1895 is valid and binding upon the Estate of the Maharajah and that the Maharajah was not and his Estate is not entitled to any part of the consideration paid or payable under the Agreement of the 7th January 1897 And Whereas the said W. A. Willock claims but the said H. G. Turner denies that the Estate of the Maharajah is entitled to certain Royalties under the said Lease of the 7th March 1893 And Whereas the said H. G. Turner and W. A. Willock are willing to refer to arbitration all the said matters in dispute in manner hereinafter appearing Now it is hereby mutually agreed and declared as follows:-

(1) The said H. G. Turner and the said W. A. Willock hereby respectively bind themselves to refer to the award Order and final determination of Sir Charles Arthur Turner K.C.I.E of 24 Ashburn Place in the County of Middlesex as sole Arbitrator each and every the questions disputes matters and things following that is to say

(a) Whether an agreement purporting to have been made between the said Maharajah and the said H. G. Turner dated the 21st February 1895 whereby the said Maharajah agreed to transfer to the said H. G. Turner

(1) The said H. G. Turner and the said W. A. Willock hereby respectively bind themselves to refer to the award order and final determination of Sir Charles Arthur Turner K.C.I.E of 24 Ashburn Place in the County of Middlesex as sole Arbitrator each and every the questions disputes matters and things following that is to say:-

(a) Whether the said Agreement made between the said Maharajah and the said H.G. Turner dated the 21st February 1895 whereby the said Maharajah agreed to transfer to the said H.G. Turner 10000 shares

Turner 10,000 shares of and in the capital of the Vizia-nagram Mining Company Limited of £1 each and a transfer purporting to have been made pursu-ant thereto were and are valid and biding on the paid Maharajah and his Estate and representative and whether such agree-ment and Transfer ought to be set aside on any and if so what ground and whether the paid shares or any of them ought to be re-transferred to the Estate of the paid Maharajah and whether the Estate of the paid Maharajah is entitled to any other and if so what relief in respect of the paid Agreement and Transfer of the paid shares.

of and in the Capital of the Vizianagram Mining Company Limited of £1 each and a transfer purporting to have been made pursuant thereto were and are valid and binding on the paid Maha-rajah and his Estate and representative and whether such agreement and Trans-fer can be set aside and whether the paid shares or any of them ought to be retransferred to the Estate of the paid Maharajah and whether the Estate of the paid Maharajah is en-titled to any other and if so what relief in respect of the paid Agreement and Transfer of the paid shares.

(4) Whether the paid Maha-rajah was and his Estate is entitled or the paid Maha-rajah ought to have been and his Estate ought to be treated as being entitled to any and if so what part of the consideration received or to be received from the Vizianagram Mining Com-pany Limited under and by virtue of an agreement dated the 7th January 1897 and made between the paid H.G. Turner of the 1st part A. W. Turner of the 2nd part and the paid Vizianagram Min-ing Company Limited of the 3rd part whether in the form of Cash shares or De-bentures or of a royalty or a share in the profits to be derived by the paid Company and whether the paid Maha-rajah ever agreed or pur-ported to agree to surrender abandon or assign his e rights and interests in such

(4) Whether having regard to the terms of the paid Agreement of the 8th of February 1896 the Estate of the paid Maha-rajah can claim to be entitled to any and if so what part of the con-sideration received or to be received by the paid H. G. Turner from the Vizianagram Mining Company Limited under and by virtue of the said agreement dated the 7th January 1897 and made between the paid H. G. Turner of the first part A. W. Tur-ner of the second part and the paid Vizianag-gram Company Limited of the third part whether in the form of Cash shares or Debentures or of a royalty or a share in the profits to be derived by the paid Com-pany.

consideration as aforesaid or any and if so what part thereof and whether such agreement or purported agreement (if any) was and is valid and binding on the said Maharajah and his Estate and whether such agreement or purported agreement (if any) ought to be set aside on any and if so what ground and whether the said Maharajah or his Estate was or is entitled to any and if so what relief or remedy against the said H. G. Turner by reason of or in Connection with the said agreement of the 7th January 1897 or the sale thereby agreed to be made or the consideration received or to be received there under and the interest (if any) of the said Maha-
-rajah

in such agreement sale or consideration.

(c) Whether notwithstanding any release which the said Maharajah may have purported to give or may have given any and if so what accounts ought to be taken of and in relation to the expenditures receipts and dealings of and between the said Maharajah and the said H. G. Turner respec-
-tively in connection with the said Mining Concessions dated the 16th February 1891 and 8th February 1896 or either of them or any lease or leases granted in pursuance thereof whether for or in connection with prospecting searching and examining any lands or driving shafts or acquiring or providing any lands or any interest thereon or working any mines

or providing any plant, machinery tools stores materials or effects or any other purpose matter or thing

(d) whether the paid H.G. Turner under a Lease dated the 7th March 1893 and granted by the paid Maharajah to the paid H.G. Turner the paid H.G. Turner was and is liable to pay to the paid Maharajah and his Estate any and if so what royalty upon Manganese ores and if so what is the amount that should be paid to the said Estate in respect of all such ores heretofore mined or raised.

(e) The taking of all such accounts and enquiries as the paid arbitrator may be of opinion ought to be taken in connection with or for the determination of the matters aforesaid and

(c) Whether having regard to the paid Agreement of the 16th February 1891 the paid H.G. Turner under the paid Lease dated the 7th March 1893 and granted by the paid Maharajah to the paid H.G. Turner the paid H.G. Turner was and is liable to pay to the paid Maharajah and his Estate any and if so what royalty upon Manganese ores and if so what is the amount that should be paid to the said Estate in respect of all such ores heretofore mined or raised.

the ascertainment of all balances that ought to be paid.

And the paid H.G. Turner and the paid W.A. Willock shall respectively in all things stand to obey by perform fulfil and keep the award to be made by the paid arbitrator and do all things which may be ordered by the paid arbitrator to be done in respect of all or any of the questions disputes matters and things aforesaid.

(2) The paid arbitration shall be held in London or such other place as the said arbitrator may appoint.

(3) The paid arbitrator shall commence and enter upon the paid reference within six months from the date hereof and shall make his award within twelve months from

And the paid H.G. Turner and the paid W.A. Willock shall respectively in all things stand to obey abide by perform fulfil and keep the award to be made by the said arbitrator and do all things which may be ordered by the said arbitrator to be done in respect of all or any the questions disputes matters and things aforesaid.

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(3) The said arbitrator shall commence and enter upon the said reference within six months from the date hereof and shall make his award within twelve months from

the time of entering upon such reference provided always that the said arbitrator may from time to time and at any time extend the period for commencing and entering upon the said reference and making his award for such time as he may think fit.

(4) If either party shall at any time after reasonable notice neglect or refuse to attend on the reference without having previously shown to the said arbitrator what the latter shall consider good and sufficient cause for omitting to attend the said arbitrator shall be at liberty to proceed exparte

(5) The said arbitrator shall be at liberty to employ any accountant or firm of accountants he may see fit to assist him in all

the time of entering upon such reference provided always that the said arbitrator may from time to time and at any time extend the period for commencing and entering upon the said reference and making his award for such time as he may think fit.

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(5) The said arbitrator shall be at liberty to employ any accountant or firm of accountants he may see fit to assist him in all matters

matters in connection with the said reference at the expense of the parties hereto and the remuneration of any such accountant or firm of accountants shall be deemed to be part of the costs of this reference.

(6) This agreement shall be and shall be deemed to be a submission within the meaning of the Arbitration Act 1889 and the provisions of the said Act and the first schedule thereto save in so far as the same are hereby expressly varied shall apply thereto.

in connection with the said reference at the expense of the parties hereto and the remuneration of any such accountant or firm of accountants shall be deemed to be part of the costs of this reference.

(6) This agreement shall be and shall be deemed to be a submission within the meaning of the Arbitration Act 1889 and the provisions of the said Act and the first schedule thereto save in so far as the same are hereby expressly varied shall apply thereto.

Ivan Colby
W A Wellwood
Colleth and Saunders
Vryaraopa Tenancy

When given for copying ——
When copied ——
When examined ——
When signed ——
} 189 .

READ AGAIN G.O., No. DATED
189 ,

CURRENT No.

ENCLOSURES TO C. No.

OF GOVERNMENT	A	A	A	A	A	A	A	
LETTER OF GOVERNMENT.								
STATEMENT WITH DITTO.								
PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH IN ORIGINAL.								

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