G.O.(1)—11.00—3.4.41.

(1) Number of pages 2

(2) Date of reply 5

3. Initials of the Reference

MADRAS RECORD OFFICE.

Government of Madras.

DEPARTMENT.

G.O. No / Press Mrs.

Dated 18

Not to be folded or roughly handled

BOARD OF REVENUE, 8TH OCTOBER 1886, FOREST No. 538.

CONFIDENTIAL.

PROCEEDINGS OF THE BOARD OF REVENUE.

READ—the following letter from Lieutenant-Colonel I. CAMPBELL WALKER, Conservator of Forests, Southern Circle, to the Secretary to the Board of Revenue, dated Madras, 2nd October 1886, No. 1549 :—

Referring to Board's Proceedings, No. 10-F—2, dated 6th January 1885, and in continuation of my letter, No. 229, of 27th April 1885, I have the honor to report that, after protracted negotiations and repeated delays on the part of the Kolangode Nambidi and her Agent, I have at last a prospect of being able to revise the lease of the Tekadi Forests on reasonable terms, including complete control and a right to renew the lease on payment of a fixed annual rental.

2. But a *sine qua non* in the agreement will, I can see, be the advance of a large sum, which the Nambidi's Agent at present places at Rs. 75,000, to enable her to pay off liabilities incurred by the purchase of certain lands in the plains.

I am in communication with the Collector of Malabar as to whether such lands have been purchased and added to the ancestral estate, failing which the new agreement might be repudiated by the Nambidi's successors on ground of insufficient consideration.

3. As the negotiations proceed I shall, of course, in concert with the Collectors of Malabar and Coimbatore, endeavour to reduce the amount of advance to be made and secure the most favorable terms, a full report of which, along with Mr. Porter's enumeration of standing stock and preliminary working scheme, will, in due course, be laid before the Board and Government.

4. At this stage I merely write to ask if Government are prepared to sanction the payment of a large advance, not exceeding Rs. 75,000, to be recovered out of the annual rent; and, if so, whether interest on the annual balance outstanding should be charged, and at what rate.

On the last occasion on which the lease was renewed an advance of Rs. 30,000 was made, only about half of which has been recovered in the shape of stump-fees during the past 19 years. No interest has been charged; if it had, the principal would not have been reduced at all.

5. I am certain that nothing can be done without an advance, the want of ready-money being the only consideration which will induce the Nambidi or any Malabar proprietor to dispose of or lease their lands to Government; and as it is very important, as His Excellency the Governor is aware, to get the terms of the lease revised and secure complete control of the forest, which, under proper management, will become very valuable and produce teak in large quantities and of good quality, I advocate its being given, subject to all due precautions and conditions. The amount can be met from the surplus of the Circle for the current official year, estimated, in submitting the regular estimate, at Rs. 66,200, and will prove an excellent investment or loan.

6. I propose going to Kolangode or the neighbourhood in November or early in December next along with the Collector and District Forest Officer, Coimbatore, and carrying on the negotiations in person, which is the only way I find.

If the Government are pleased, on the Board's recommendation, to accord a provisional sanction to the advance being made, I am sanguine of the result;

otherwise, we may at once break off negotiations. I beg, therefore, that I may be favored with orders in a confidential shape on my return from the Forest School on or about the 20th November next.

Resolution—dated 8th October 1886, Forest No. 538.

Submitted for the orders of Government, in reference to G.O., dated 17th December 1881, No. 5750.

2. The Conservator asks to be authorised to offer, as a consideration for the renewal of the lease in question, a cash advance of Rs. 75,000; the amount being taken from the budget surplus of the Circle for the current year, and being recouped from such payments as may become due under the lease.

3. If the amount can be spared from that surplus, the Board recommend that the necessary authority be given.

(A true Copy and Extract.)

Acting Sub-Secretary.

To the Secretary to Government, Revenue Department.
Copy to the Conservator of Forests, Southern Circle.
" " Examiner of Forest Accounts.

Frd. E. Fernandez.

For 19-12-84 No 5230
Ex Pl. 1885 No 1857
Forest budget.
For 18-5-86 No 2523.

REVENUE DEPARTMENT.

1886.

Board of Revenue,

MADRAS.

CONFIDENTIAL No 84

Q Long 2483

Printed

Rd 16-10-86

Proceedings, dated 8th October 1886,
Forest No. 538.

Submitting, for the orders of Government, with remarks, letter from the Conservator of Forests, Southern Circle, suggesting that an advance of money asked for by the Kolangode Nambidi be made to her to ensure the revision of the *lease of the Tekadi Forests, Anamalais.*

REVENUE DEPARTMENT.

C. No. 8403

From The Board of Revenue.

Dated 8th October 1886.

FOR ORDERS.

Precgs of Board of Revenue
of 23rd March 1868 No 2068

to which the case forms an enclosure.

The current lease of these forests was signed in 1867. It is for a term of 99 years, and provides that during that term the "sole "control, management, and enjoyment "of the forest" shall vest in the British Govt., but the rights of hill tribes to forest produce, and "the usual "jenm rights over ivory, honey, "cardamoms and such like hill pro- "duce" were saved. The sum of Rs 30,000 was advanced as a loan to the proprietor, and it was provided that this shd. be repaid out of the sums due which shd. afterwards become due from Govt. to the proprietor, and that no interest shd. be charged.

The rent is not a fixed sum but consists of a payment of

a stump fee on each tree felled, certain trees being excepted.

In para 22 of his Tour Minute dated Oct. 3rd 1884, H.E. the Governor pointed out that this lease "ought to be revised, in the interests of the owner of the soil, of ourselves, and, above all, of the trees, which, thanks to the clumsiness of its provisions, are now injuring each other grievously."

The attention of the Conservator of Forests, S. Circle, was drawn to the matter, and he now reports that the payment of a sum of ready money will be a sine quâ non in the agreement. He, therefore, requests sanction to the payment of a sum not exceeding Rs. 75,000, which can, he says, be provided from savings in his budget. The Board recommend that sanction be given.

G.O. Mis. No 5730 of 17-12-84.

Col. Walker says the advance will prove an excellent investment. It is submitted, therefore, that sanction shd. be given, as it seems highly desirable that the Govt. shd. have the complete control of these valuable forests.

JWA
30.10

The question of the advance was postponed on the ground that the Board had not before them the lease and further why he wants the large sum of Rs 75 000 and in what way he proposes to spend it.

Case 8403 of 1856

FOR ORDERS.

Revision of the Cases of the Zehadi Forests Arrangements

We deem it due to Barbadoes and her Agents in the matter, & Submit that Govt should suspend committing themselves to such a large outlay as that recommended be fully informed as to the law, why and wherefore of the case. and that Govt Walker should discuss with Govt - and to obtain an Return for the 3/4 Cable of Indian Corn which he asks.

The Gov Delegate thinks he will be able to explain the Cable on the 25th and that he wants Govt. to suspend that he is to send for Govt Chamberlain, that it is desirable that he should come to Barbadoes and explain certain points upon which enquiries and that Govt should order and be there after Parties

27/6/56

Year	Principal at the beginning of the year	Interest at 4 per cent. on the principal due for year	Annuity	Surplus fund	Total of Sinking fund	Interest at 5 per cent. on the Sinking fund	Total of columns 6 & 7	Expenses of Management	Repairs	Total of columns 9 and 10	Profit	Loss	Profit	Loss
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	£	£ s d	£	£	£	£	£	£	£	£	£	£	£	£
1st Year	92659	3706 5 9	5000	2985	5000	22112 8	176462 13 9	44235	2500	46735			129727 13 9	
2d "	"	3606 5 9	5000	2985	"	22112 8	153206 18 9	44235	2500	46735	13021	2 3		116716 16 6
3 "	"	3506 5 9	5000	2985	"	22112 8	130603 12 9	44235	2500	46735	13121	2 3		103595 9 3
4 "	"	3406 5 9	5000	2985	"	22112 8	108003 16 9	44235	2500	46735	13221	2 3		90374 7
5 "	"	3306 5 9	5000	2985	"	22112 8	85403 13 9	44235	2500	46735	13321	2 3		77053 4 9
6 "	"	3206 5 9	5000	2985	"	22112 8	62803 18 9	44235	2500	46735	13421	2 3		63632 2 6
7 "	"	3106 5 9	5000	2985	"	20512 8	41253 18 9	41025	2500	43525	12171	2 3		51461 3 3
8 "	"	3006 5 9	5000	2985	"	20512 8	21803 18 9	41025	2500	43525	12271	2 3		39189 14
9 "	"	2906 5 9	5000	2985	"	20512 8	1103 18 9	41025	2500	43525	12371	2 3		26818 11 9
10 "	"	2806 5 9	5000	2985	"	20512 8	1053 18 9	41025	2500	43525	12471	2 3		14347 7 6
11 "	"	2706 5 9	5000	2985	"	20512 8	30253 18 9	41025	2500	43525	12571	2 3		1776 7 3
12 "	"	2606 5 9	5000	2985	"	20512 8	30853 18 9	41025	2500	43525	12671	2 3	10894 11	
13 "	"	2506 5 9	5000	2985	"	20475	30786 5 9	40950	2500	43450	12663	10 3	23358 5 5	
14 "	"	2406 5 9	5000	2985	"	20475	30586 5 9	40950	2500	43450	12763	10 3	36321 15 6	
15 "	"	2306 5 9	5000	2985	"	20475	30586 5 9	40950	2500	43450	12863	10 3	49185 7 9	
16 "	"	2206 5 9	5000	2985	"	20475	30486 5 9	40950	2500	43450	12963	10 3	62149 14	
17 "	"	2106 5 9	5000	2985	"	20475	30286 5 9	40950	2500	43450	13063	10 3	75212 14 8	
18 "	"	2006 5 9	5000	2985	"	20475	30286 5 9	40950	2500	43450	13163	10 3	88376 8 6	
19 "	"	1906 5 9	5000	3205	"	23937 8	24048 13 9	47895	2500	50375	16326	2 3	104702 10 9	
20 "	"	1806 5 9	5000	3205	"	23937 8	25748 13 9	47895	2500	50375	16426	2 3	121128 13 3	
21 "	"	1706 5 9	5000	3205	"	23937 8	27448 13 9	47895	2500	50375	16526	2 3	137654 15 3	
22 "	"	1606 5 9	5000	3205	"	23937 8	29148 13 9	47895	2500	50375	16626	2 3	154281 1 6	
23 "	"	1506 5 9	5000	3205	"	23937 8	30848 13 9	47895	2500	50375	16726	2 3	171007 2 9	
24 "	"	1406 5 9	5000	3205	"	23937 8	32548 13 9	47895	2500	50375	16826	2 3	187863 6	
25 "	"	1306 5 9	5000	2985	"	19362 8	21826 13 9	38725	2500	41225	12961	2 3	200794 8 3	
26 "	"	1206 5 9	5000	2985	"	19362 8	21816 13 9	38725	2500	41225	13061	2 3	213855 10 6	
27 "	"	1106 5 9	5000	2985	"	19362 8	21806 13 9	38725	2500	41225	13161	2 3	227016 12 9	
28 "	"	1006 5 9	5000	2985	"	19362 8	21796 13 9	38725	2500	41225	13261	2 3	240277 5	
29 "	"	906 5 9	5000	2985	"	19362 8	21786 13 9	38725	2500	41225	13361	2 3	253627 1 3	
30 "	"	806 5 9	5000	2985	"	19362 8	21776 13 9	38725	2500	41225	13461	2 3	267100 3 6	
31 "	"	706 5 9	5000	2175	"	16225	24106 5 9	32450	2500	34950	10843	10 3	277943 13 9	
32 "	"	606 5 9	5000	2175	"	16225	24006 5 9	32450	2500	34950	10943	10 3	288887 8	
33 "	"	506 5 9	5000	2175	"	16225	23706 5 9	32450	2500	34950	11043	10 3	299931 2 3	
34 "	"	406 5 9	5000	2175	"	16225	23806 5 9	32450	2500	34950	11143	10 3	311074 12 6	
35 "	"	306 5 9	5000	2175	"	16225	23706 5 9	32450	2500	34950	11243	10 3	322318 6 9	
36 "	"	206 5 9	5000	2175	"	16225	23606 5 9	32450	2500	34950	11343	10 3	333662 1	
37 "	"	106 5 9	5000	2175	"	16225	23506 5 9	32450	2500	34950	11443	10 3	345105 11 3	
38 "	"	" " "	5000	2175	"	16225	23400 " "	32450	"	32450	9050	" "	354155 11 3	
39 "	"	" " "	5000	2175	"	16225	23400 " "	32450	"	32450	9050	" "	363205 11 3	
40 "	"	" " "	5000	2175	"	16225	23400 " "	32450	"	32450	9050	" "	372255 11 3	

The value of the Annuity to be paid for the Term of Forty Years, is £5000 per annum, and the Surplus Fund £2985 per annum, making together £7985 per annum.

Year	Principal	Interest ob liges contd on balances of unpaid debt	Amount of the annuity for 1 year	Stamps fees	Contd ob of Drawings and Roads	Estimated cost of working 50 per. cobb of colonies 7	Total of colums 2 to 7	Recovered Arrears fees	Repayment of debt	Total of colonies 7 and 10	Profit	Loss	Profit	Loss
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
			lr.	a.						lr.			B.F. 372258 11 3	
41ème year	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		381305 11 3	
42	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		390385 11 3	
43	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		399465 11 3	
44	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		408545 11 3	
45	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		417505 11 3	
46	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		426685 11 3	
47	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		435765 11 3	
48	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		444845 11 3	
49	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		453905 11 3	
50	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		462985 11 3	
51	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		472065 11 3	
52	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		481145 11 3	
53	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		490205 11 3	
54	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		499285 11 3	
55	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		508365 11 3	
56	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		517445 11 3	
57	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		526105 11 3	
58	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		535185 11 3	
59	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		544265 11 3	
60	"	"	5000	2175	"	16225	23400	324 50	"	324 50	9050		553345 11 3	
61	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		56 2088 33	
62	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		569920 11 3	
63	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		578753 33	
64	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		587585 11 3	
65	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		596418 33	
66	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		605250 11 3	
67	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		614083 33	
68	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		622916 11 3	
69	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		631748 33	
70	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		640580 11 3	
71	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		649413 33	
72	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		658245 11 3	
73	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		667078 33	
74	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		675910 11 3	
75	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		684743 33	
76	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		693575 11 3	
77	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		702408 33	
78	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		711240 11 3	
79	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		720073 33	
80	"	"	5000	1380	"	10212 8	16592 8	204 25	"	204 25	38 32 8		728905 11 3	

Abodement

Leave of a shade forest

Year	Principal	Interest due on the 1st day of January	Amount of the Loans per Year	Stamps fixed	Initials cast off Drawing and Notes	Stamp Duty 18 per cent of column 7	Total of collection 1867	Income from Taxes	Repayment of Debt	Total of collection preceding	Days	Days	Days	Total
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
													12	622705 11 3
81			5000	1380		10212 8	16592 8	20425		20425	3832 8			653738 3 3
82			5000	1380		10212 8	16592 8	20425		20425	3832 8			623570 11 3
83			5000	1380		10212 8	16592 8	20425		20425	3832 8			611403 3 3
84			5000	1380		10212 8	16592 8	20425		20425	3832 8			643235 11 3
85			5000	1380		10212 8	16592 8	20425		20425	3832 8			649068 3 3
86			5000	1380		10212 8	16592 8	20425		20425	3832 8			652900 11 3
87			5000	1380		10212 8	16592 8	20425		20425	3832 8			656733 3 3
88			5000	1380		10212 8	16592 8	20425		20425	3832 8			660565 11 3
89			5000	1380		10212 8	16592 8	20425		20425	3832 8			664398 3 3
90			5000	1380		10212 8	16592 8	20425		20425	3832 8			668230 11 3
91			5000	1375		5550	11325	11100		11100			225	668055 11 3
92			5000	1375		5550	11325	11100		11100			225	667880 11 3
93			5000	1375		5550	11325	11100		11100			225	667705 11 3
94			5000	1375		5550	11325	11100		11100			225	667530 11 3
95			5000	1375		5550	11325	11100		11100			225	667105 11 3
96			5000	1375		5550	11325	11100		11100			225	666880 11 3
97			5000	1375		5550	11325	11100		11100			225	666655 11 3
98			5000	1375		5550	11325	11100		11100			225	666430 11 3
99			5000	1375		5550	11325	11100		11106			225	666205 11 3
100			5000	1375		5550	11325	11100		11100			225	665980 11 3
101			5000	1375		5550	11325	11100		11100			225	665755 11 3
102			5000	1375		5550	11325	11100		11100			225	665530 11 3
103			5000	1375		5550	11325	11100		11100			225	665305 11 3
104			5000	1375		5550	11325	11100		11100			225	665080 11 3
105			5000	1375		5550	11325	11100		11100			225	664855 11 3
106			5000	1375		5550	11325	11100		11100			225	664630 11 3
107			5000	1375		5550	11325	11100		11100			225	664405 11 3
108			5000	1375		5550	11325	11100		11100			225	664180 11 3
109			5000	1375		5550	11325	11100		11100			225	663955 11 3
110			5000	1375		5550	11325	11100		11100			225	663730 11 3
111			5000	1375		5550	11325	11100		11100			225	663505 11 3
112			5000	1375		5550	11325	11100		11100			225	663280 11 3
113			5000	1375		5550	11325	11100		11100			225	663055 11 3
114			5000	1375		5550	11325	11100		11100			225	662830 11 3
115			5000	1375		5550	11325	11100		11100			225	662605 11 3
116			5000	1375		5550	11325	11100		11100			225	662380 11 3
117			5000	1375		5550	11325	11100		11100			225	662155 11 3
118			5000	1375		5550	11325	11100		11100			225	661930 11 3
119			5000	1375		5550	11325	11100		11100			225	661705 11 3
120			5000	1375		5550	11325	11100		11100			225	661480 11 3

REVENUE BOARD MADRAS.

Proceedings of the Board of Revenue,

Dated 25 January 1887.

Forest No. 30. Press

READ the following letter from the Conservator of Forests, Southern Circle, to the Secretary to the Board of Revenue, dated 8th December 1886, No 2103:—

Referring to Board's Proceedings, Forest No 538 of 8th October (Confidential) and previous correspondence regarding revision of lease of the Tekadi (Kolamgode) forests, I have the honour to report that on the 17th November, after conferring with the Collector of Malabar and ascertaining that no orders had been received from Government during my absence from the Presidency, I sent a telegram to the Revenue Secretary soliciting early instructions (Copy enclosed). I have received no reply to this communication, nor have any orders reached me or the Collector up to date.

2. In accordance, however, with para 6 of my letter printed with the Board's Proceedings above quoted, I met the Nambidi's agent at Palghat on the

the 25th Ultimo, the Collector and District Forest officer of Malabar and District Forest officer, Coimbatore (South), being present, and after a protracted discussion and full explanation of points raised on the Nambidi's part, succeeded in arriving at definite terms on which a new lease giving Government the entire control of the Tekadi or Kolangode forest may be executed.

3. Before stating what these are, I will explain that on the receipt of the Government orders to endeavour to revise the terms of the lease (G.O. dated 17 December 1884, No 5730), I addressed the Collector of Malabar on the points which required attention (vide copy of my letter enclosed), and since then Mr Porter has been engaged in making an enumeration of the trees in the Forests by means of linear Surveys and framing a tentative working plan. Abstracts of the results arrived at by his enumeration prepared from the original tabular statements descriptive of each compartment which are very voluminous are herewith submitted together with copy of a memorandum drawn up by me last July after on conference with the Nambidis Agent, a copy of which was sent to her through the Collector of Malabar, also copies of

of the agent's reply on her behalf and Mr Porter's explanatory note.

4. It will be observed that whilst I offered, subject to approval of the Board and Government, Rs 4,000 per annum and an advance of Rs 10,000, the Nambidi demanded Rs 12,000 per annum and an advance of Rs 75,000.

At our recent interview, I raised my offer by Rs 1,000 per annum, viz. Rs 500 on account of minor produce not valued in the original calculation and Rs 500 on account of Jungle wood (i.e. trees other than Teak, Rosewood and Vengai) on the value of which the Nambidi places great stress, but which we find it quite impossible to place on the market at a profit without ruining the forest until we improve our communications and reduce the cost of transport very considerably.

The Nambidi's agent held out for another Rs 1000 or Rs 6000 per annum in all, but I see no reason to give it and think that she will give way on that point provided others and especially the advance of Rs 75,000 are satisfactorily arranged.

5. With regard to the all important

Subject

subject of the advance, the Nambidi has submitted to the Collector of Malabar, a list of the payments to be made and offers to make them through or in presence of the Head Assistant Collector, Palghat Tahsildar or any officer appointed by the Collector, and I am authorized by Mr. Logan to state that he is satisfied that the said payments aggregating Rs 75,000 will be on account and for the benefit of the "Tarwad" or family, no member of which could therefore hereafter raise a question as to the validity of the lease on the plea of want of consideration in this respect with much or any chance of success.

I find, however, that I was not quite accurate when I stated in my former letter that the money was required to enable the Nambidi to pay off liabilities incurred by the purchase of certain lands. Mr. Logan informs me that the money is apparently to be devoted to clear off certain debts or mortgages incurred on the security of certain properties or lands, but not for the acquisition of new lands.

We tried very hard to reduce the amount of

of the advance, but without avail, the agent stating, we believe with perfect truth, that the only thing which reconciled the Nambidi to the idea of the new lease by which she virtually relinquishes all control over the Tekadi forest was the hope that she would receive such a sum of money as would enable her to discharge the whole of her liabilities. He stated that if this hope were withdrawn, or the amount decreased, she would probably break off all negotiations.

6. The terms arrived at as basis for a new agreement were briefly and generally as follows:—

The Nambidi to execute a new lease giving Government the complete control over the Tekadi forest as now leased on the following conditions,

(a) payment by Government of Rs 5200 per annum

N.B. The Nambidi's agent wanted Rs 6,000 per annum, but I cannot recommend any further advance in the annual rent to be paid.

(b) the lease to run for 80 years being the period of the current lease remaining unexpired, and be renewable

renewable on the same terms for a further term or terms of 99 years on payment of a fine or renewal fee, the amount of which was not fixed but Rs 5000 suggested.

(c) an advance of Rs 75,000 to be paid to the Nambidi to be devoted to the purposes already specified above. The advance not to bear interest and to be recovered along with the balance still due on the former advance of 1867 (viz Rs 17,659) by a deduction of one half (i.e. Rs 2,500) from the annual rent, till the whole advance is liquidated.

(d) the use of certain roads leading from the Nambidi's bankyards forests through the leased forests to be secured to her or her contractors subject to reasonable regulations for the prevention of fire &c.

(e) Conditions as to the handing over of ivory and elephants captured if any in the leased forest to be left to the Nambidi to decide, subject only to the complete control of the forests by the Government officers being secured. I have suggested that we hand over all ivory to the Nambidi and make similar conditions as to the capture of wild elephants as we have made with the Zamorin for the Nellikutta Forest, Nilambur Division, which are equitable to both parties.

7. If the above conditions meet with the approval of the Board and Government, details can be readily settled through the Collector of Malabar, and a new lease be prepared by the Government Solicitors, as a model for which I would suggest that entered into with the Rajah of Sandur, Bellary District (G. O. No. 224 of 15th February 1884) which appears to me to possess in a marked degree, the attributes of brevity and clearness. It is very necessary that the advance, if sanctioned, be paid within the current official year from the surplus of Forest revenues available, and I must therefore solicit the favour of very early and definite instructions. It represents of course a payment or gift to the Nambidi of Rs 2000 per annum in the shape of interest at 4% for the first year gradually decreasing till the 37th year when it with the balance of the old advance (Rs 92,659 in all) will be liquidated, and the full annual rental be payable

payable to the Mambidi or her heirs.

8. This is doubtless a heavy charge, but we shall not only ensure the protection and improvement of the Forest, but confer a benefit on the Kolangode family who have for some time felt very sore because Government did not work the forest and therefore no revenue from Stamps fees came in yearly.

With careful and economical professional management and the development of a system of tramways and roads at a cost which we estimate at half a lakh and for which detailed proposals will be matured and submitted in due course, I think the forest can be made to yield a fair financial return during the next 80 years after which it should be greatly improved, and the outturn in timber and the consequent financial results will be largely enhanced.

Resolution

Resolution

Submitted for the orders of Government in continuation of Board's Proceedings dated 8th October 1886, No 538 Forest.

2. The Conservator reports that he and the Collector have had an interview with the agent of the Mambidi of Kolangode and that they have definitely arranged the terms on which a new lease, satisfactory to both parties, can be based.

3. He asks for the early orders of Government either to go on with the matter or to put a stop to it, laying particular stress on the necessity for paying the advance of Rs 75,000 during the current official year if the terms of the new lease are approved.

4. The Board have drawn up, so far as they have been able to from the materials at their disposal, a financial statement on the subject, which, presuming, of course, that the number and value of the trees felled have not been

been overestimated, shows that a profit on outlay will commence in the 12th year of working, and that the accumulated profits of 120 years of working will be 6½ lakhs; in the 121st year, a fresh rotation of the 120-year old trees that have sprung up during the 120 years of professional management, will begin, and then, as the Conservator points out, "the outturn in timber and the consequent financial results will be largely "enhanced".

5. If therefore a clear and indefeasible title as against the whole tarwad can be secured, the Board would submit the Conservator's proposals for the favourable consideration of Government.

6. There is one point however, touched on in the 11th para of the Conservator's letter to the Collector of Malabar, dated 6th April 1885 No 3, which the Board do not understand. It is the proposal that the criminal jurisdiction of the "leased forests which are now reserved under Chapter

"Chapter II of the Madras Forest Act" should be transferred to Coimbatore. The Board are decidedly opposed to this proposal so far as the Kolangode Forest (which they presume is alone referred to by Col. Walker) is concerned, both because the forest is nearer to Palghat than any Coimbatore station and because the Nambudi is a Malayalee proprietrix.

(A true Copy and Extract)

for Acting Sub-Secretary

To The Secretary to Government R.D.
with six enclosures in original to the ref. and a Statt.

Copy to The Conservator of Forests - S.C.
" Collector of Malabar.
" Examiner of Forest accounts

Confidential No 3.

1887.

Board of Revenue.

MADRAS

GOVERNMENT OF MADRAS
27 JAN 87
REVENUE DEPARTMENT

To

The Secretary to Government

Revenue Department

Rec'd 27-1-87 2:7.

Proceedings, dated 25 January 1887

Forest No. 30 Rec'd

Subject.

Submitting for orders, with remarks, letter from the Conservator of Forests S.C. reporting on the result of his interview with the Kolangode Nambidi's agent in connection with the revision of the lease of the Tekadi Forests in Malabar &c.

CONFIDENTIAL

PROCEEDINGS OF THE BOARD OF REVENUE.

READ—the following letter from Lieutenant-Colonel I. CAMPBELL WALKER, Conservator of Forests, Southern Circle, to the Secretary to the Board of Revenue, dated Madras, 8th December 1886, No. 2103 :—

Referring to Board's Proceedings, Forest No. 538, of 8th October (Confidential), and previous correspondence regarding revision of lease of the Tekadi (Kolangode) forests, I have the honor to report that, on the 17th November, after conferring with the Collector of Malabar and ascertaining that no orders had been received from Government during my absence from the presidency, I sent a telegram to the Revenue Secretary soliciting early instructions (copy enclosed). I have received no reply to this communication, nor have any orders reached me or the Collector up to date.

2. In accordance, however, with para. 6 of my letter printed with the Board's Proceedings above quoted, I met the Nambidi's agent at Pálghat on the 25th ultimo, the Collector and District Forest Officer of Malabar and District Forest Officer, Coimbatore (South), being present; and, after a protracted discussion and full explanation of points raised on the Nambidi's part, succeeded in arriving at definite terms on which a new lease, giving Government the entire control of the Tekadi or Kolangode forest, may be executed.

3. *Before stating* what these are, I will explain that, on the receipt of the Government orders to endeavour to revise the terms of the lease (G.O., dated 17th December 1884, No. 5730), I addressed the Collector of Malabar on the points which required attention (*vide* copy of my letter enclosed), and since then Mr. Porter has been engaged in making an enumeration of the trees in the forests by means of linear surveys and framing a tentative working plan. Abstracts of the results arrived at by his enumeration, prepared from the original tabular statements descriptive of each compartment, which are very voluminous, are herewith submitted together with copy of a memorandum drawn up by me last July after our conference with the Nambidi's agent, a copy of which was sent to her through the Collector of Malabar, also copies of the agent's reply on her behalf and Mr. Porter's explanatory note.

4. It will be observed that, whilst I offered, subject to approval of the Board and Government, Rs. 4,000 per annum and an advance of Rs. 10,000, the Nambidi demanded Rs. 12,000 per annum and an advance of Rs. 75,000.

At our recent interview, I raised my offer by Rs. 1,000 per annum, viz., Rs. 500 on account of minor produce not valued in the original calculation, and Rs. 500 on *account of jungle-wood (i.e., trees other than teak, rosewood and vengai) on the* value of which the Nambidi places great stress but which we find it quite impossible to place on the market at a profit without ruining the forest, until we improve our communications and reduce the cost of transport very considerably.

The Nambidi's agent held out for another Rs. 1,000, or Rs. 6,000 per annum in all, but I see no reason to give it, and think that she will give way on that point provided others and especially the advance of Rs. 75,000 are satisfactorily arranged.

5. With regard to the all-important subject of the advance, the Nambidi has submitted to the Collector of Malabar a list of the payments to be made and offers to make them through or in presence of the Head Assistant Collector, Pálghat Tahsildar or any officer appointed by the Collector, and I am authorised by Mr. Logan to state that he is satisfied that the said payments, aggregating Rupees 75,000, will be on account and for the benefit of the "*tarwad*" or family, no member of which could therefore hereafter raise a question as to the validity of the lease, on the plea of want of consideration in this respect, with much or any chance of success.

I find, however, that I was not quite accurate when I stated in my former letter that the money was required to enable the Nambidi to pay off liabilities incurred by the purchase of certain lands. Mr. Logan informs me that the money is apparently to be devoted to clearing off certain debts or mortgages incurred on the security of certain properties or lands, but not for the acquisition of new lands.

We tried very hard to reduce the amount of the advance, but without avail, the agent stating, we believe with perfect truth, that the only thing which reconciled the Nambidi to the idea of the new lease, by which she virtually relinquishes all control over the Tekadi forest, was the hope that she would receive such a sum of money as would enable her to discharge the whole of her liabilities. He stated that if this hope were withdrawn, or the amount decreased, she would probably break off all negotiations.

6. The terms arrived at as a basis for a new agreement were briefly and generally as follows.

The Nambidi to execute a new lease, giving Government the complete control over the Tekadi forest as now leased on the following conditions :—

(*a*) Payment by Government of Rs. 5,000 per annum.

N.B.—The Nambidi's agent wanted Rs. 6,000 per annum, but I cannot recommend any further advance in the annual rent to be paid.

(*b*) The lease to run for 80 years, being the period of the current lease remaining unexpired, and be renewable on the same terms for a further term or terms of 99 years on payment of a fine or renewal fee, the amount of which was not fixed but Rs. 5,000 suggested.

(*c*) An advance of Rs. 75,000 to be paid to the Nambidi to be devoted to the purposes already specified above. The advance not to bear interest and to be recovered, along with the balance still due on the former advance of 1867 (viz., Rs. 17,659), by a deduction of one-half (*i.e.*, Rs. 2,500) from the annual rent till the whole advance is liquidated.

(*d*) The use of certain roads leading from the Nambidi's unleased forests through the leased forests to be secured to her or her contractors subject to reasonable regulations for the prevention of fire, &c.

(*e*) Conditions as to the handing over of ivory and elephants captured, if any, in the leased forest to be left to the Nambidi to decide, subject only to the complete control of the forests by the Government officers being secured. I have suggested that we hand over all ivory to the Nambidi and make similar conditions as to the capture of wild elephants as we have made with the Zamorin for the Nellikutta forests, Nilambur division, which are equitable to both parties.

7. If the above conditions meet with the approval of the Board and Government, details can be readily settled through the Collector of Malabar, and a new lease be prepared by the Government Solicitors, as a model for which I would suggest that entered into with the Rajah of Sandur, Bellary district (G.O., R.D., No. 224, of 15th February 1884), which appears to me to possess, in a marked degree, the attributes of brevity and clearness. It is very necessary that the advance, if sanctioned, be paid within the current official year from the surplus of forest revenues available, and I must *therefore solicit the favor of very early and definite instructions*. It represents, of course, a payment or gift to the Nambidi of Rs. 3,000 per annum in the shape of interest at 4 per cent. for the first year, gradually decreasing till the 37th year, when it, with the balance of the old advance

(Rs. 92,659 in all), will be liquidated, and the full annual rental be payable to the Nambidi or her heirs.

8. This is doubtless a heavy charge, but we shall not only ensure the protection and improvement of the forest, but confer a benefit on the Kolangode family, who have for some time felt very sore because Government did not work the forest, and therefore no revenue from stump fees came in yearly.

With careful and economical professional management, and the development of a system of tramways and roads at a cost which we estimate at half-a-lakh and for which detailed proposals will be matured and submitted in due course, I think the forest can be made to yield a fair financial return during the next eighty years, after which it should be greatly improved, and the out-turn in timber and the consequent financial results be largely enhanced.

ENCLOSURE No. 1.

Letter from the Conservator of Forests, Southern Circle, to the Collector of Malabar, dated 6th April 1885, No. 37.

ENCLOSURE No. 2.

Memorandum by the same officer, dated 29th July 1886, with three statements.

ENCLOSURE No. 3.

Letter from Valia Amah Avargal *alias* Dhatri of Venganad Swarupam, to the Conservator of Forests, Southern Circle, dated 13th September 1886.

ENCLOSURE No. 4.

Official memorandum from the Conservator of Forests, Southern Circle, to Valia Amah Avargal *alias* Dhatri of Venganad Swarupam, dated 18th September 1886, No. 158, Camp.

ENCLOSURE No. 5.

Telegram from the Conservator of Forests, Southern Circle, to the Secretary to Government, Revenue Department, dated 17th November 1886.

ENCLOSURE No. 6.

Note by the Deputy Conservator of Forests, Coimbatore, dated 22nd November 1886, on the revision of the Tekadi forest lease.

RESOLUTION—dated 25th January 1887, Forest No. 30.

Submitted for the orders of Government, in continuation of Board's Proceedings, dated 8th October 1886, Forest No. 538.

2. The Conservator reports that he and the Collector have had an interview with the agent of the Nambidi of Kolangode and that they have definitely arranged the terms on which a new lease satisfactory to both parties can be based.

3. He asks for the early orders of Government, either to go on with the matter or to put a stop to it, laying particular stress on the necessity for paying the advance of Rs. 75,000 during the current official year if the terms of the new lease are approved.

4. The Board have drawn up, so far as they have been able to, from the materials at their disposal, a financial statement on the subject, which, presuming, of course, that the number and value of the trees felled have not been over-estimated, shows that a profit on outlay will commence in the 12th year of working; and that the accumulated profits of 120 years of working will be 6½ lakhs; in the 121st year, a fresh rotation of the 120-year old trees, that have sprung up during the 120 years of professional management, will begin, and then, as the Conservator points out, "the out-turn in timber and the consequent financial results will be largely enhanced."

5. If, therefore, a clear and indefeasible title, as against the whole tarwad, can be secured, the Board would submit the Conservator's proposals for the favorable consideration of Government.

6. There is one point, however, touched on in the 11th para. of the Conservator's letter to the Collector of Malabar, dated 6th April 1885, No. 37, which the Board do not understand. It is the proposal that the criminal jurisdiction of "the leased forests which are now resumed under Chapter II of the Madras Forest Act" should be transferred to Coimbatore. The Board are decidedly opposed to this proposal so far as the Kolangode forest (which they presume is alone referred to by Colonel Walker) is concerned, both because the forest is nearer to Pálghat than any Coimbatore station and because the Nambidi is a Malayali proprietrix.

(A true Copy and Extract.)

Acting Sub-Secretary.

To the Secretary to Government, Revenue Department,
with six enclosures, in original (to be returned), and a statement.
Copy to the Conservator of Forests, Southern Circle.
" " Collector of Malabar.
" " Examiner of Forest Accounts.

Ed. E. Fernandez.

Confdn 3
Ff No 688 1

REVENUE DEPARTMENT.

1887.

Board of Revenue,

MADRAS.

CONFIDENTIAL RECEIVED IN MADRAS
27 FEB 87
REVENUE DEPARTMENT

Printed

Proceedings, dated 25th January 1887,
Forest No. 30.

Submitting, for the orders of Government, with remarks, letter from the Conservator of Forests, Southern Circle, reporting on the result of his interview with the Kolangode Nambidi's agent in connection with the revision of the *lease of the Tekadi forests* in Malabar district.

REVENUE DEPARTMENT.

Current No. 688

The Board of Revenue

From

Dated 25. 1. 1887.

FOR ORDERS.

It seems true that we cannot do better than accept the proposals and that in time leases the Collr. General should be consulted & the additional conditions called for from Calicut

Rec'd 31st inst.

Agreed, but I have not been able to ascertain the terms of the existing lease.

WM
30 Jany

of the contract, at the expiry of
Govt. had fixed a rent of Rupees which
the Contr. alleges they had been
induced to tender under the
impression it might be Rs 5000

the current rebates to the proposed revision of the lease of the Tekadi forests. (Malabar).

the question requiring immediate disposal, is whether Govt, in case, as I now think they will be bidding as against the whole farmed, can be secured, will consent to the term proposed, viz, a yearly rental of Rs 5,000, an increase of Rs 2,500 payable in yearly instalments by deduction from the rents and duties on the land, that the Board of Rev. have gone fully into the figures and have submitted a statement, vide para 4 of their proceedings it will be seen that the increase accrue to Govt by

FOR ORDERS.

1

Revenue Department.

No. 37

OFFICIAL MEMORANDUM.

To the Advocate General.

The undersigned has the honor to forward for the perusal of the Advocate General, the enclosed papers, connected with the proposed lease to Devidas the lessee, under which Govt. lands in the Taluka of Poona are to be leased from the Hindu Lunar year 1806 Nam Vatsar.

The current leases, now executed for the year 1806, and now for a term of 99 years.

It has now been found desirable in the interests of the Poona Administration of the Govt. to extend the leases granted.

The terms on which the New Vatsar (the present hereof of the terms or tenures).

have consented to the

Forwarded
27.1.

Note.

The Notes for orders on C. No. 8403. in front refer thereto. That papers were laying over pending receipt of the Covenant, Col. Walker having personally transmitted the Secretary of the despatch of the latter in the end of last month.

27/1

c.284/37

Conservator are fully explained in the letter of the Conservator of Forests T. Cáncela to the Board of Rev. dated 8.12.86. No 2108, in Board's Proceedings Forest No. 30 of 25.1.87.

It will be seen that in consideration of an immediate advance of $75,000 and a yearly rental of $5000. the advances to be repayable without interest by annual deductions from the rent; the Members agree to the proposed modifications in the terms of the existing leases and to the renewal on its expiration.

Per the Conservator letter it is proposed to utilize the $75,000 in the payment of certain debts and award pages incurred on the security of certain forfeitures or lands" and that the Collector of Belcabar is satisfied that these payments can all be for the benefit of the whole home or eastward."

A list of the purposed payments will be called for from the Collector but the undersigned is directed to enclose letter, stating the forests to be exempted by the Conservator, the lease sums under contemplation, bound the Members, her executors and all the Members of the homes, (Eastward), Govt. to deduct payment No information is to the other Members of the family is at present available. but the Collector will be asked to report on this point. Meanwhile the advocate General's opinion is requested as to whether only the other Members of the Eastward should (assuming that these are under the Conservator.)

Revised.

Les parties to the
prepared leases.

31-1-87

Do
The first Schedule with
C. Nos 8403/86 & 688/87
and the following Srs.
S.o No 8722 of 2-4-1868 & conveyance of
Miller No 2101 of 6.8.68 - C
S.o 10.6.67 No 1307 C
" 18.7.68 No 1658 C
" 13-10-65 No 2483 C
" 8-7-68 No 1566 C.
Also returned.

Do 2-2-87

Despatch
31/1

Opinion

I have read the papers sent to me with the Official Memorandum, in the Revenue Department, No 31 relating to the revision of the Lease to the Government, of the Tehadé Forests situated in the Anamalais, by the Kolangodé Nambidi, the head of a Malabar Tarwad whose property the Forests are. I think the Nambidi has legal power to grant the proposed Lease in place of the existing Lease. But there should be a recital of the circumstances which led to the execution of the new Lease. I presume the Forest in question is one to which the provisions of Sections 30 and 31 of the Madras Forest Act V of 1882 apply. It would be advisable that the adult members of the Tarwad should testify their assent by signing the Lease as witnesses, at all events, if not as executing parties.

Signed T. O'Sullivan
Advocate General

Madras
4th Feby 1887

(A true Copy)
W. Lee Warner
Actg Government Solicitor

SW-959

Revenue (1887) Department

From Confidential No 9

William E Morgans
Acting Government Solicitor
& Madras

To

The Acting Secretary to Government
Revenue Department
& Madras

W 57

No 76

Dated 4th February 1887
Recd 5th "

Enclosures
File of Papers

I forwarded with enclosures with reference to Official Memorandum No 31 Revenue Department

William E Morgans
Ag. Government Solicitor

49

Vadamarāci Pakuti 1. Approximate extent of old and new Pakuti vilan. ----- 1000. Puttiya Kovilakam Krishnan Raja Avarkal --- 48000 (a)

Kilakkilakkam Kollangōd 2. Thadaman 300

Mutala - mutalanda made. 3 Pottambadam 140

do do. 4. Perichchi - 240

Lands Nos 1 and 2. were encumbered to the Extent of Rs 22,857. 1. 4 to Appadurai Pattar and another, sons of Puttirāman Ramayana Pattar. They sought to recover the Kāniam amounting by O. of 7. 8 1836 in the Provincial Court and appeal No 43 of 1846 and obtained a decree in their favor. To liquidate this debt, land No 1 was devised on Kāniam by Pālavanekka Ravi Varnan Ammānnan (uncle) to Nevanigrāman Vankita Krishna Pattar son Chōkan Pattar in 1030-31 / 1854-55 for Rs 17,142. 13. 9. A further sum of Rs 5,714. 4. 7. was again raised on Kāniam in 1030 from Ammattura Pattar and another of Puttigraman. To liquidate this latter debt, deducting what was paid in cash a sum of Rs 4,000 was borrowed in 1033 / 1857-58 from Anchenmārattu Mangalam grāman Vankan Pattar, and to pay up this debt Rs 4,000 was borrowed in 1041 / 1865-66 from Mānanta-vādi Kirishnayan by Ittappan Ravi Varna Ammānnan (uncle) - 21142 8 9

Amount paid for the Pattāyapura house situated on land No 1 and Pillukāman and other Kulikkir improvements to Nevanigrāman Chekan Pattar's sons Ramakrishna Pattar and 3. others ----------- 9307 2 5.

(a) This loan of Rs 48,000 is repayable only after 12 years from the date of the bond, viz 18th may 1881. The Raja to whom a reference was made seems to be indisposed to take back the loan before the expiry of the 12 years' term.

Amount borrowed in
1050 under a registered deed
from Iruvani Grámani Sheshan
Pattar by Ittappu Revi Varma
Ammáváran (uncle) avarkal — 2,250 . .

Amount of decree debt due to
Sheshan Pattar in O.S. 5. of 1876
being the sum with interest bor-
rowed by the aforesaid Ammáváran
avarkal under a bond executed
in favor of the said Sheshan Pattar 4,300 . .

A sum of Rs4,000 was borrowed
from Parygalil Grámam Subra-
manian Pattar in 1040 / 1864-65 by Sradhara
Revi Varma Ammáváran avarkal
to pay off a debt due to Kovilakam
Grámam Chatta Subramania Pattar
being the Kánam and Ct acuayam
on land 2ºs 3 under the decree
of 1023 / 1847-48. To pay up the debt with
interest Ittappu Revi Varma, Ammá-
váran borrowed from Alampallam
Subba Rayar and his son — — — — 6000 . .

For the above debt of Rs 6000, Nanu
2ºs 2 & 3 were decreed on Kánam
to Annaji Rao, son of the above-
said Subba Rayar and held on
lease by the Kovilakam, but as
the rent down to 1054 had fallen
into arrears Ittappu Ammáváran
executed a bond in 1052 and
executed another in 1054 both
amounting to — — — — — 1000 . .

Palghat Elavanjiri & Kunnakanatte land — 509 Kilakke grámam Levikkirayaya Náráyana Patter, Kidangil Grámam, Kutti Rama Pattan — 4857 2 3

Cost of stamp duty &c on document executed to the Raja (mentioned in column 6 of this statement) for Rs 48,000 — 657 2 .

Amount paid as per decree obtained by Alampalam Chietambora Pattar in O.S. 24 of 1878 on the file of the Calicut Sub Court and its appeal Suit No. of 1878 in the High Court, metre on account of money borrowed from him for payment of Káram and value of improvements due to Parakal Pankuni Amma under the decree of 1023 granted by Madhavi Devi Varma Avargalum in respect of item No 4 — — — — 43412 4 .

Rupees 48000 " .

To pay Padakkumpád Keshavan the amount of Káram on the land and the improvements thereon, and also to purchase a land consisting of paddy excluding what was paid in cash, a sum of Rs. 4857. 2. 3 was borrowed from one Muttuketty Venkitti on 1st Chingam 1045 by Illathur Devi Varma Kunhámman and the land was demised on Káram, the money raised from the person mentioned in Column 6 under a registered bond of 1060 was to pay the debt — — — — 4857 2 3

Padinyáre Korlaigód 6. old d zero rama-
tsa

		300	Pallakkara Padinyáre - Sráman Rávdyama Pattar	Rs 1123-8-1	
			- do - Rama Pattaré son Sundara Pattar	Rs 1000. "	
			Kudakkin Sabastathi Pattaré son Raghavatta Pattar	Rs 1000. "	
			Bennakoyil Graman Nainan Sástriyálé son Sámi Sastrikal	Rs 1000. "	
			- do - Graman Chittambara Pattar	Rs 1000. "	
			- do - Graman Chittambara Pattaré Son, Siva Rama Krishna Pattar	Rs 471. 10. 2.	
				Total	5,695 2 3
do	do	7	Tax paid on account of Pallakadan -	Thorattil Ravuda	1173 63
do.	do.	8.	Old d zero January 1st day	500. Paikuzhuman Nárayana Pattar. Rs 400. " Pattu debt amounting to Rs 2511. 11. 9	Vaidilingam Pattar, son of Kulakka Graman Subban Pattar Rs 1000.
				Total	3911 11 9

This Land is the property of our Mahachanhuriahi Devaswam. By O.S. 274 of 1880 on the file of the Tenmala-puram munsiffs Court the Devaswam sued the old tenant Ramunniyath Govindan & others to recover the Kánam and value of im-provements and surrender the land. Conformably to that decree the said R. Govindan and others having applied for an attachment of the Devaswam properties for getting back the Kánam amount and value of improvements, money was raised by sale from Moriyil Achutan and another in 1057 and the said debt paid off. To liquidate this latter debt, the annexed per Columns 7 was raised under bonds from the individuals named in Column 6. Their sums amounted to — — — — — — — 5,695 23.

When the revenue of 1053 was left in arrears by Thoppu Ravi Varma Anandanan and the Landed property was attached in consequence, a loan was obtained from the individuals mentioned in Column 6. on account of rent in advance on Jackahara Vidanam. — — — — — — — — 1173 63.

Annexed borrowed as shown in Column 6 to pay up decree debt in O.S. 50 of 1879 on the file of the Sub Court Calicut, and second appeal No 100. of 1883 in the High Court in respect of Kánam amount and the value of improvements — — — — — 3911 11 9.

64

Padmajarattam Kollangodi g. Oddanair Chinnam clinic 500. Ravunniyarath Kuttiseman, Eyerudan &c — 381 13 4

10. Cost of suit O.S. 849 — Rs 495. 8. - due to Ravunniyarath Achuthy, Rs 200 due to Puthiyaveettil Appu Pattar, Rs 100 due to Ayya Saathi - Petty debts amounting to Rs 100. 14. 11. (b) Total 906 6 11.

11. As per decree in O.S. 805 of 1878 on the file of the Tavanakkadappuram Munsiff's Court. — — — Rs 300 to Eluvan Poovan, and 3 Mats. Rs 300 to Ravuttan Nakura Mats. Rs 300 to Ravuttan Vellakutti. Rs 300 to Sheikhavalappuram appu Sahibikal Petty debts Rs 99. 2. 5 Total 1299 2 5

12 As per decree in O.S. 131 of 1876 on the file of the Tavanakkadappuram Munsiff's Court. — Kanakodi R. R. Narayana Chetty — — 621 15 4

Amount required to pay off the Kanam and value of improvements as per Rakis in second appeal No 315 of 1885 in the Madras High Court against the decree of the District Munsiff of Tavanakkadappuram in O.S. 8 of 1881. — — — — — — — — 381 13 5

This amount was received from persons noted in Column 6 under bond &c. — — — — — 906 6 11

(b) The details make up a sum of only Rs 896. 6. 11.

63

To liquidate debts contracted by Eravunni Annamman (uncle) who died in Mithunam 053, money was raised as follows from the individuals mentioned in Column 6.—
From Poovan Pottan Rs 300 on account of rent in advance for Kilakkal Tenishilam. From Nakura Rs 300 on account of rent in advance for Puthanpidam Nilam &c. From Vellakutti Rs 300 on account of rent in advance for Puthanpallam Nilam, aggregating Rs 900. From Appu Sahibikal under a bond Rs 300, & petty debts amounting to Rs 99. 2. 5 1299 2 5.

Amount borrowed from the individuals noted in Column 6. & payment hence debited in O.S. No 131 of 1876 on account of debt incurred by Madhavan Nair Varma Annamman who died in 1029 — 621 15 4.

13. For the restoration of Cheerapuram temple. — Rs 900 due to Rama Swamy Pattar, son of Ramaiah Kovil Pramanam Kandasa Pattar;
Rs 1133. to Subramanian Pattar son of late Pattar;
Rs 900 to Shunfpa Pattar, son of Rama Swamy Pattar;
Rs 1000 to Vellakutta Ponikan;
Rs 825 to Rama Pattar son of Kilakkeppinna Manikan Pattar;
Rs 1142 to Parakkalan Katila amma. ---- 6,000 . .

7,646 12 6

Amount borrowed under bond executed to the individuals noted in Column 6. on account of expenses incurred in restoring Cheerapuram temple building a Pathiyapura (granary) and raising walls ---------- 6,000 . .

Total Rs. 7,646 12 6

/ True Translation /

Collector.

Rec'd Print

Rec. 10-25-87

Encl: II to letter ?/5 Feb: 1857 to Mr Lacey & Govt Rev Dept.

J

Statement of debts of Vengunnath Swamipaun (house) referred to in copies of some of the documents evidencing such debts.

Nº	Items	as per Govt list	as per document	Difference indicated by + and − signs +	−	Remarks.
		Rs a P	Rs a P	Rs a P	Rs a P	
1	Item nº 4 Amount due to Thutti Ettan Raja as per document dated 18th May 1851.	48000 - -	48000 - -			
2	Item nº 5 Amount due to K. Narayana Pattar & Rama Pattar					no document produced by Rama Pattar as it is pledged by him.
3	Item nº 6 Amount due to P. narayana Pattar & others	1857 2 3	5000 - -	142 13 9		
4	Item nº 7 Amount due to T. Raman as per document dated 21st June 1849	5695 2 3	5615 - -		50 2 3	
5	Item nº 8 Amount due to S. Vythee lingha Pattar and several others.	1173 6 3	1000 - -		173 6 3	
6	Item nº 9 Amount due to P. Govinda Menon under a Razee decree.	3911 11 9	1400 - -		2511 11 9	
7	Item nº 10 Amount due to K. Kelutta Menon and several others	3181 13 4	3181 13 4			copy of the Razee not produced.
8	Item nº 11 Amount due to C. Poman and several others	896 6 11	795 7 11		100 15-	
9	Item nº 12 Amount due to A. R. narayana Chetty	1299 2 5	300 - -		999 2 5	Rs 300, but no documents are depositions for
10	Item nº 13 Amount due to K. Ramaswamy Pattar and 5 others	621 15 4	- - -		621 15 4	
		6000 - -	4435 13 9	435 13 9		
	Total	75636 12 6	71758 3 -	578 11 6	4457 5 -	
	Deduct			+ 578 11 6		
				— 3878 9 6		
	as per documents			71758 3 -		
	as per list			75636 12 6		

Malabar Collectors office
Calicut 5th February 1857

Collector

GOVERNMENT OF MADRAS
13 FEB 97
REVENUE DEPARTMENT

Malabar Collector's office
Calicut 5th February 1897

No. 532

From,

The Hon'ble Logan Esquire,
Collector and District Magistrate
of Malabar.

To,

J. F. Price Esquire,
Secretary to Government,
Revenue Department,
Madras.

Sir,

Referring to your office Memorandum dated 31st January 1897 No. 89 I have the honor to forward herewith translation of a statement furnished by Vengamathil Valiya Thamma (mother of Vengamathil Aboobeker) who manages the family affairs on behalf of her son who is now reading in the school.

2. The Valiya Ammaio agent was under the impression that Dr. Krishna Raja merely (except in the list) to whom Rs 48000 is due wanted to receive the money without demur as soon as offered but from the Rajaio reply, which was received only yesterday, it appears that he is not disposed to take back the loan before it is repayable according to the terms of the bond viz after the 18th May 1893. I am addressing the Nambidi again about this but I doubt if the loan can be paid off

before 1893 of the Raja paid to the Iravi bride's
agent and to that the Raja would not
refuse to remit the money and he may possibly
be able to arrange it in that way.

2. Column 2 and 9 of the statement
exhibit details of the existing debts (col 7) and
explain the circumstances under which the loans
were contracted and column 10 contains the remarks
which I have deemed necessary to make.

3. Copies of the documents evidencing
the debts were obtained by me in most cases
and compared with the amounts stated in the
Raja's annual schedule. These documents
support loans to the extent of Rs 71758-8-, as
the statement also included.

4. With regard to the list of members
of the Sarvad I regret I am unable to
furnish a correct one without reference to the
Talukdars. Orders have been sent today to
the Talukdars and the list will be furnished as
early as possible

I have the honor to be
Sir
your most obedient servant

Collector

Revenue 1887. Deptt.

No 1045.

From,

The Collector of Malabar

Calicut

To

The Secretary to Government

Revenue Deptt

Madras

dated 6th February 1886

Received 6. do.

No 532

Subject. Submitting statement

showing the amount of debts of

Vengunatt Valiamma of Mollampod

REVENUE DEPARTMENT.

REVENUE DEPARTMENT.

Current No. 959.

From The advocate Genl.

Dated 4.2.1887.

FOR ORDERS.

Boards' Pro Rec 30 / 25 Jan 1887 (received) Read forwarding (as usual) G.O. dated 2nd inst read in Hunt's letter quoting G.O. 959 of 10th Dec 86 & 222 & the proceedings of the Sub Court Calicut dismissing the petition of the advocate General praying that the Court may be directed to call for the Collector's report & the proceedings & decide the question & fix the fees to be paid to the advocate General

The collector has already been directed to submit a list of all the members of the tarwad. It is suggested that he may be directed to ascertain if all these adult members were present at the meeting

Orders were issued to stop the fees.

Orders were issued also as to the officers to be forwarded

Revenue 1887. D

No 1

REVENUE DEPARTMENT.

The Bill may proceed.
Send Counsel the A.G.
on Law Revenue regarding
Secs 30-31 Queen Victoria
FOREST ACT. Suggest
that there is no objection
to proceed under these sections.
GCC
11/8

Should the Board wish
to proceed under the 31st
Sect which simplifies
matters, the case is simply
a private Contract for
forfeit & not fall under
Sect Chap. IV. of the Forest
Act at all. Document can be
asked for at trial if necessary
for reference. Meanwhile
to collect & prepare the
rough case, leaving blanks to
prefix it with recital
of the circumstances &
Statutes relative thereto

draft of the
Licence.
If the Collector is to
do as it will be
necessary to insert
Conditions as to
the Rental. Clause.
Should it not also
be stated in the
Recital for what
purpose the Licence
is granted. The Crown
holds some Islands
adjacent to the Bay of
St. Ours. The Right has been
to lease. A draft of
the Lease, first
prepared by the
Govt Solicitor and
then sent down
to the Collector.
The advocate
General remarks
about the applicability

Revenue Department.

Section 30 of Act 31 Vict
cap 8 applicable
to Collector's power to
enter upon draft
Petition for
the purpose
1882
11 Feb

× Possibly some of the
other objects described
in sect 29. ~~may be~~
~~combined~~ force requisite
for the Board of
Notification under
Section 30 of Act
Bad forfeitable works
being of the forest
the Crown object in
View.

of sect 30 of 31
the Forest Act does
not clearly
provide for the Crown
selling, leasing
for profit, the Notifica-
tion under sect 29.
of the said Act
Sections. And therefore
how the proceedings
land down in sects
30 & 31. could be
applied.

6 Feb
9. 2.

Revenue 1887. 2

C. No 1045. enclo
received in fort sup.
The Collector forwards
the list of the debts
for payment of which,
it is proposed to
tolleze, the Rs 15.0 cr.
No information is as
yet given as to the
members of the Tarwad.

Collr
10.2.
1887

FOR ORDERS.

R.O. to 173 of 15.2.87.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read C. No 8203
Proceedings of the Board
of Rev. 25.1.87. No. 20.

C. No. 959.

C. No. 1045.

G.O. No. 173 of 15.2.87.

Govt have been advised
that the Nan-bedi — or
head of the Tarwad —
has the legal powers to
grant a lease binding
on the whole house.
They resolve therefore
in consideration of
her agreeing to execute
as provided below in the
terms set forth in the
letter of the Conservator
of Forests S. Circle,
to accede to the pro-
posals as to the rent
to be fixed immediately
advertised and that
to be paid as a
yearly rental.

embodied in the 2nd para.
Rdgs.
read above.

2

The Collector of Malabar should forward proposals without delay as draft leases.

The should be forwarded by with a recital of the circumstances which led to the execution of the new leases and of the purposes to which it is proposed to apply the lump sum advanced.

As it is desirable that all the adult members of the tarwad should be party to the deed it should be executed by the possible members of the tarwad. The Collector will, in submitting the draft deed, report on their willingness to do so.

6th
14/2.

3. Put to Collector with the Board's Remarks
in para 6 of their Proceedings
26/8 No. 30.
6th
14-2

The Board of Revenue
with the reply
Conservator of Forests S.C. dated 18-2

Conf

Printed
M.G. Advance Office
1887

15th February 1887, No. 173, Revenue.

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

Read—the following Proceedings of the Board of Revenue, dated 8th October 1886, Forest No. 538:—

Read—the following letter from Lieut.-Colonel I. CAMPBELL WALKER, Conservator of Forests, Southern Circle, to the Secretary to the Board of Revenue, dated Madras, 2nd October 1886, No. 1549:—

Referring to Board's Proceedings, No. 10-F—2, dated 6th January 1885, and in continuation of my letter, No. 229, of 27th April 1885, I have the honor to report that, after protracted negotiations and repeated delays on the part of the Kolangode Nambidi and her Agent, I have at last a prospect of being able to revise the lease of the Tekadi forests on reasonable terms, including complete control and a right to renew the lease on payment of a fixed annual rental.

2. But a *sine qua non* in the agreement will, I can see, be the advance of a large sum, which the Nambidi's Agent at present places at Rs. 75,000, to enable her to pay off liabilities incurred by the purchase of certain lands in the plains.

I am in communication with the Collector of Malabar as to whether such lands have been purchased and added to the ancestral estate, failing which the new agreement might be repudiated by the Nambidi's successors on ground of insufficient consideration.

3. As the negotiations proceed I shall, of course, in concert with the Collectors of Malabar and Coimbatore, endeavour to reduce the amount of advance to be made and secure the most favorable terms, a full repor of which, along with Mr. Porter's enumeration of standing stock and preliminary working scheme, will, in due course, be laid before the Board and Government.

4. At this stage I merely write to ask if Government are prepared to sanction the payment of a large advance, not exceeding Rs. 75,000, to be recovered out of the annual rent; and, if so, whether interest on the annual balance outstanding should be charged, and at what rate.

On the last occasion on which the lease was renewed an advance of Rs. 30,000 was made, only about half of which has been recovered in the shape of stump-fees during the past 19 years. No interest has been charged; if it had, the principal would not have been reduced at all.

5. I am certain that nothing can be done without an advance, the want of ready-money being the only consideration which will induce the Nambidi or any Malabar proprietor to dispose of or lease their lands to Government; and as it is very important, as His Excellency the Governor is aware, to get the terms of the lease revised and secure complete control of the forest, which, under proper management, will become very valuable and produce teak in large quantities and of good quality, I advocate its being given, subject to all due precautions and conditions. The amount can be met from the surplus of the Circle for the current official year, estimated, in submitting the regular estimate, at Rs. 66,200, and will prove an excellent investment or loan.

6. I propose going to Kolangode or the neighbourhood in November or early in December next along with the Collector and District Forest Officer, Coimbatore, and carrying on the negotiations in person, which is the only way I find.

If the Government are pleased, on the Board's recommendation, to accord a provisional sanction to the advance being made, I am sanguine of the result; otherwise, we may at once break off negotiations. I beg, therefore, that I may be favored with orders in a confidential shape on my return from the Forest School on or about the 20th November next.

Resolution—dated 8th October 1886, Forest No. 538.

Submitted for the orders of Government, in reference to G.O., dated 17th December 1884, No. 5730.

2. The Conservator asks to be authorised to offer, as a consideration for the renewal of the lease in question, a cash advance of Rs. 75,000; the amount being taken from the budget surplus of the Circle for the current year, and being recouped from such payments as may become due under the lease.

3. If the amount can be spared from that surplus, the Board recommend that the necessary authority be given.

(A true Copy and Extract.)

(Signed) H. A. SIM,
Acting Sub-Secretary.

To the Secretary to Government, Revenue Department.
Copy to the Conservator of Forests, Southern Circle.
" " Examiner of Forest Accounts.

READ—the following Proceedings of the Board of Revenue, dated 25th January 1887, Forest No. 30:—

Read—the following letter from Lieut.-Colonel I. CAMPBELL WALKER, Conservator of Forests, Southern Circle, to the Secretary to the Board of Revenue, dated Madras, 8th December 1886, No. 2103:—

Referring to Board's Proceedings, Forest No. 538, of 8th October (Confidential), and previous correspondence regarding revision of lease of the Tekadi (Kolangode) forests, I have the honor to report that, on the 17th November, after conferring with the Collector of Malabar and ascertaining that no orders had been received from Government during my absence from the presidency, I sent a telegram to the Revenue Secretary soliciting early instructions (copy enclosed). I have received no reply to this communication, nor have any orders reached me or the Collector up to date.

2. In accordance, however, with para. 6 of my letter printed with the Board's Proceedings above quoted, I met the Nambidi's agent at Pálghat on the 25th ultimo, the Collector and District Forest Officer of Malabar and District Forest Officer, Coimbatore (South), being present; and, after a protracted discussion and full explanation of points raised on the Nambidi's part, succeeded in arriving at definite terms on which a new lease, giving Government the entire control of the Tekadi or Kolangode forest, may be executed.

3. Before stating what these are, I will explain that, on the receipt of the Government orders to endeavour to revise the terms of the lease (G.O., dated 17th December 1884, No. 5730), I addressed the Collector of Malabar on the points which required attention (*vide* copy of my letter enclosed), and since then Mr. Porter has been engaged in making an enumeration of the trees in the forests by means of linear surveys and framing a tentative working plan. Abstracts of the results arrived at by his enumeration, prepared from the original tabular statements descriptive of each compartment, which are very voluminous, are herewith submitted

together with copy of a memorandum drawn up by me last July after our conference with the Nambidi's agent, a copy of which was sent to her through the Collector of Malabar, also copies of the agent's reply on her behalf and Mr. Porter's explanatory note.

4. It will be observed that, whilst I offered, subject to approval of the Board and Government, Rs. 4,000 per annum and an advance of Rs. 10,000, the Nambidi demanded Rs. 12,000 per annum and an advance of Rs. 75,000.

At our recent interview, I raised my offer by Rs. 1,000 per annum, viz., Rs. 500 on account of minor produce not valued in the original calculation, and Rs. 500 on account of jungle-wood (*i.e.*, trees other than teak, rosewood and vengai) on the value of which the Nambidi places great stress but which we find it quite impossible to place on the market at a profit without ruining the forest, until we improve our communications and reduce the cost of transport very considerably.

The Nambidi's agent held out for another Rs. 1,000, or Rs. 6,000 per annum in all, but I see no reason to give it, and think that she will give way on that point provided others and especially the advance of Rs. 75,000 are satisfactorily arranged.

5. With regard to the all-important subject of the advance, the Nambidi has submitted to the Collector of Malabar a list of the payments to be made and offers to make them through or in presence of the Head Assistant Collector, Pálghat Tahsildar or any officer appointed by the Collector, and I am authorised by Mr. Logan to state that he is satisfied that the said payments, aggregating Rupees 75,000, will be on account and for the benefit of the "*tarwad*" or family, no member of which could therefore hereafter raise a question as to the validity of the lease, on the plea of want of consideration in this respect, with much or any chance of success.

I find, however, that I was not quite accurate when I stated in my former letter that the money was required to enable the Nambidi to pay off liabilities incurred by the purchase of certain lands. Mr. Logan informs me that the money is apparently to be devoted to clearing off certain debts or mortgages incurred on the security of certain properties or lands, but not for the acquisition of new lands.

We tried very hard to reduce the amount of the advance, but without avail, the agent stating, we believe with perfect truth, that the only thing which reconciled the Nambidi to the idea of the new lease, by which she virtually relinquishes all control over the Tekadi forest, was the hope that she would receive such a sum of money as would enable her to discharge the whole of her liabilities. He stated that if this hope were withdrawn, or the amount decreased, she would probably break off all negotiations.

6. The terms arrived at as a basis for a new agreement were briefly and generally as follows.

The Nambidi to execute a new lease, giving Government the complete control over the Tekadi forest as now leased on the following conditions:—

(*a*) Payment by Government of Rs. 5,000 per annum.

N.B.—The Nambidi's agent wanted Rs. 6,000 per annum, but I cannot recommend any further advance in the annual rent to be paid.

(*b*) The lease to run for 80 years, being the period of the current lease remaining unexpired, and be renewable on the same terms for a further term or terms of 99 years on payment of a fine or renewal fee, the amount of which was not fixed but Rs. 5,000 suggested.

(*c*) An advance of Rs. 75,000 to be paid to the Nambidi to be devoted to the purposes already specified above. The advance not to bear interest and to be recovered, along with the balance still due on the former advance of 1867 (viz., Rs. 17,659), by a deduction of one-half (*i.e.*, Rs. 2,500) from the annual rent till the whole advance is liquidated.

(*d*) The use of certain roads leading from the Nambidi's unleased forests through the leased forests to be secured to her or her contractors subject to reasonable regulations for the prevention of fire, &c.

(*e*) Conditions as to the handing over of ivory and elephants captured, if any, in the leased forest to be left to the Nambidi to decide, subject only to the com-

plete control of the forests by the Government officers being secured. I have suggested that we hand over all ivory to the Nambidi and make similar conditions as to the preservation of wild elephants as we have made with the Zamorin for the Nellikutta forests, Nilambur division, which are equitable to both parties.

7. If the above conditions meet with the approval of the Board and Government, details can be readily settled through the Collector of Malabar, and a new lease be prepared by the Government Solicitors, as a model for which I would suggest that entered into with the Raja of Sandur, Bellary district (G.O., R.D., No. 224, of 15th February 1884), which appears to me to possess, in a marked degree, the attributes of brevity and clearness. It is very necessary that the advance, if sanctioned, be paid within the current official year from the surplus of forest revenues available, and I must *therefore solicit the favor of very early and definite instructions.* It represents, of course, a payment or gift to the Nambidi of Rs. 3,000 per annum in the shape of interest at 4 per cent. for the first year, gradually decreasing till the 37th year, when it, with the balance of the old advance (Rs. 92,659 in all), will be liquidated, and the full annual rental be payable to the Nambidi or her heirs.

8. This is doubtless a heavy charge, but we shall not only ensure the protection and improvement of the forest, but confer a benefit on the Kolangode family, who have for some time felt very sore because Government did not work the forest, and therefore no revenue from stump fees came in yearly.

With careful and economical professional management, and the development of a system of tramways and roads at a cost which we estimate at half-a-lakh and for which detailed proposals will be matured and submitted in due course, I think the forest can be made to yield a fair financial return during the next eighty years, after which it should be greatly improved, and the outturn in timber and the consequent financial results be largely enhanced.

ENCLOSURE No. 1.

Letter from the Conservator of Forests, Southern Circle, to the Collector of Malabar, dated 6th April 1885, No. 37.

ENCLOSURE No. 2.

Memorandum by the same officer, dated 29th July 1886, with three statements.

ENCLOSURE No. 3.

Letter from Valia Amah Avargal *alias* Dhatri of Venganad Swarupam, *to the Conservator* of Forests, Southern Circle, dated 13th September 1886.

ENCLOSURE No. 4.

Official memorandum from the Conservator of Forests, Southern Circle, to Valia Amah Avargal *alias* Dhatri of Venganad Swarupam, dated 18th September 1886, No. 158, Camp.

ENCLOSURE No. 5.

Telegram from the Conservator of Forests, Southern Circle, to the Secretary to Government, Revenue Department, dated 17th November 1886.

ENCLOSURE No. 6.

Note by the Deputy Conservator of Forests, Coimbatore, dated 22nd November 1886, on the revision of the Tekadi forest lease.

Resolution—dated 25th January 1887, Forest No. 30.

Submitted for the orders of Government, in continuation of Board's Proceedings, dated 8th October 1886, Forest No. 538.

2. The Conservator reports that he and the Collector have had an interview with the agent of the Nambidi of Kolangode and that they have definitely arranged the terms on which a new lease satisfactory to both parties can be based.

3. He asks for the early orders of Government, either to go on with the matter or to put a stop to it, laying particular stress on the necessity for paying the advance of Rs. 75,000 during the current official year if the terms of the new lease are approved.

4. The Board have drawn up, so far as they have been able to, from the materials at their disposal, a financial statement on the subject, which, presuming, of course, that the number and value of the trees felled have not been over-estimated, shows that a profit on outlay will commence in the 12th year of working; and that the accumulated profits of 120 years of working will be 6½ lakhs; in the 121st year, a fresh rotation of the 120-year old trees, that have sprung up during the 120 years of professional management, will begin, and then, as the Conservator points out, "the outturn in timber and the consequent financial results will be largely enhanced."

5. If, therefore, a clear and indefeasible title, as against the whole tarwad, can be secured, the Board would submit the Conservator's proposals for the favorable consideration of Government.

6. There is one point, however, touched on in the 11th para. of the Conservator's letter to the Collector of Malabar, dated 6th April 1885, No. 37, which the Board do not understand. It is the proposal that the criminal jurisdiction of "the leased forests which are now resumed under Chapter II of the Madras Forest Act" should be transferred to Coimbatore. The Board are decidedly opposed to this proposal so far as the Kolangode forest (which they presume is alone referred to by Colonel Walker) is concerned, both because the forest is nearer to Palghat than any Coimbatore station and because the Nambidi is a Malayali proprietrix.

(A true Copy and Extract.)

(Signed) H. A. SIM,
Acting Sub-Secretary.

To the Secretary to Government, Revenue Department,
with six enclosures, in original (to be returned), and a statement.
Copy to the Conservator of Forests, Southern Circle.
" " Collector of Malabar.
" " Examiner of Forest Accounts.

READ—the following Official Memorandum from J. F. PRICE, Esq., Acting Secretary to Government, Revenue Department, to the Advocate-General, dated 31st January 1887, No. 31:—

The undersigned is directed to forward, for the perusal of the Honorable the Advocate-General, the enclosed papers, connected with the proposal to revise the lease, under which Government rents the Tekadi forests in Malabar from the Kolangode Nambidi. The current lease was executed in the year 1867, and was for a term of 99 years. It has now been found desirable, in the interests of forest administration, to have the terms of the lease revised. The terms on which the Nambidi (the present head of the house or tarwad) has consented to this revision are fully explained in the letter of the Conservator of Forests, Southern Circle, to the Board of Revenue, dated 8th December 1886, No. 2103, embodied in Board's Proceedings, Forest No. 30, of 25th January 1887.

It will be seen that in consideration of an immediate advance of Rs. 75,000 and a yearly rental of Rs. 5,000,—the advance to be repayable without interest

by ex[illegible] deductions from the rent,—the Nambidi agrees to the proposed modification in the terms of the existing lease and to the renewal of it on the expiry of the period which that in existence has still to run.

The Conservator states in para. 5 of his letter that it is proposed to utilise the Rs. 75,000 in the payment of "certain debts or mortgages, incurred on the security of certain properties or lands," and that the Collector of Malabar is satisfied that these payments will be for the benefit of the whole house or "tarwad." A list of the proposed payments will be called for from the Collector, but the undersigned is directed to inquire whether, taking the facts to be as stated by the Conservator, the revised lease now under contemplation would bind the Nambidi, her successors and all the members of her house (tarwad). No information as to the other members of the family is at present available, but the Collector will be asked to report on this point. Meanwhile, the opinion of the Honorable the Advocate-General is requested as to whether the other members of the tarwad (assuming that there are such in existence) should all be parties to the proposed lease.

READ—letter from WILLIAM MORGAN, Esq., Acting Government Solicitor, dated 4th February 1887, No. 76, forwarding the following opinion of the Advocate-General:—

OPINION.

I have read the papers sent to me with the official memorandum in the Revenue Department, No. 31, relating to the revision of the lease to the Government of the Tekadi forests situated in the Anamalais, by the Kolangode Nambidi, the head of a Malabar tarward, whose property the forests are. I think the Nambidi has legal power to grant the proposed lease in place of the existing lease. But there should be a recital of the circumstances which led to the execution of the new lease. I presume the forest in question is one to which the provisions of Sections 30 and 31 of the Madras Forest Act V of 1882 apply. It would be advisable that the adult members of the tarwad should testify their assent by signing the lease as witnesses at all events, if not as executing parties.

MADRAS,
4th February 1887.

(Signed) P. O'SULLIVAN,
Advocate-General.

READ—the following letter from W. LOGAN, Esq., Collector of Malabar, to the Secretary to Government, Revenue Department, dated Calicut, 5th February 1887, No. 532:—

Referring to your official memorandum, dated 31st January 1887, No. 30, I have the honor to forward, herewith, translation of a statement furnished by Vengannatil Valiya Amma (mother of Vengannatil Nambidi), who manages the family affairs on behalf of her son, who is now reading in the school.

2. The Valiya Amma's agent was under the impression that P. Krishna Raja Avergal (No. 1 in the list) to whom Rs. 43,000 is due, would receive the money without demur as soon as offered; but from the Raja's reply, which was received only yesterday, it appears that he is not disposed to take back the loan before it is repayable according to the terms of the bond, viz., after the 18th May 1893. I am addressing the Nambidi again about this, but I doubt if the loan can be paid off before 1893 if the Raja persists. The Nambidi's agent seemed to think the Raja would not refuse to receive the money, and he may possibly be able to arrange it in that way.

3. Columns 8 and 9 of the statement exhibit details of the existing debts (column 7), and explain the circumstances under which the loans were contracted, and column 10 contains the remarks which I have deemed necessary to make.

4. Copies of the documents evidencing the debts were obtained by me in most cases and compared with the amounts stated in the Valiya Amma's schedule. These documents support loans to the extent of Rs. 71,758-3-0 as per statement, also enclosed.

5. With regard to the list of members of the t[illegible]vad, I regret, I am unable to furnish a correct one without reference to t[illegible]silder. Orders have been sent to-day to the taluk, and the list will be fur[illegible]s early as possible.

ENCLOSURES—Two Statements.

ORDER—dated 15th February 1887, No. 173, Revenue.

Forest No. 25.

Government have been advised that the Nambidi as head of the tarwad has the legal power to grant a lease, binding on the whole house. They resolve, therefore, in consideration of her agreeing to execute a revised lease in the terms set forth in the letter of the Conservator of Forests, Southern Circle, embodied in the second paper read above, to accede to the proposals as to the sum to be immediately advanced and that to be paid as a yearly rental.

2. The Collector of Malabar should now prepare without delay a draft lease. This should be prefaced by a recital of the circumstances which have led to the execution of the new lease and of the purposes to which it is proposed to apply the lump sum advanced.

As it is desirable that all the adult members of the tarwad should, if possible, signify their assent to the lease by signing it either as co-executant or as attesting witnesses, the Collector will, in submitting the draft lease, report on their willingness to do so.

3. Government concur with the remarks in para. 6 of the Board's Proceedings, 25th January 1887, No. 30.

(True Extract.)

(Signed) J. F. PRICE,
Acting Secretary to Government.

To the Board of Revenue, with six enclosures.
„ Conservator of Forests, Southern Circle.

Exd. F. R. Bantleman.

25/6/87

Govt. of {1887} Madras.

REVENUE.

CONFIDENTIAL

Issued

Read.

Encl.

G.O., 15th February 1887, No. 173.

FEBRUARY.

Lease of Tekadi Forests.

Passing orders on proposals relating to the revision of —.