M.R.O. 1—20,002—12-8-65.

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MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

REVENUE DEPARTMENT

G.O. No. 384
~~B.P. No.~~

~~Press~~
Mis.

Dated 22-4-1887 ~~196~~ .

Not to be folded or roughly handled

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

Read—again G.O., dated 15th February 1887, No. 173, Revenue.

Abstract.—Passing orders on proposals relating to the revision of the lease of the Tekadi forests.

Read—also the following G.O., dated 23rd March 1887, No. 1846, Revenue:—

Read—the following Proceedings of the Board of Revenue, dated 18th March 1887, Forest No. 156:—

Read—the following letter from W. MORGAN, Esq., Acting Government Solicitor, to the Secretary to the Board of Revenue, dated Madras, 12th March 1887, No. 148:—

Tekadi Forest Lease.

Herewith I have the honor to forward fair copy surrender of the existing lease of the 12th October 1867, and fair copy of the new lease which it is proposed to take in lieu thereof.

2. With reference to the latter document, I have had to recite the old lease somewhat at length, in order to show, as far as possible, the reason for the new one; I have also inserted other recitals bearing upon the subject, with a view to showing that the new lease is as much for the benefit of the lessor as the lessee, the subject-matter of which recitals I have taken from the letters of Colonel Campbell Walker and the Proceedings of the Board. These recitals, however, may possibly not be as full as is desired, and can therefore be altered where necessary.

3. I have numbered the several covenants entered into by the lessor and the lessee, respectively, in order that the document may be more readily followed. Care will have to be taken in filling up the blanks in covenant No. 3, and if a reference to milestones is found impossible, some other means must be devised by which all chance of dispute on this ground may be avoided.

4. By the 7th covenant I have empowered Government to surrender the lease at the end of the first 20, 40 or 60 years. It might be as well that Government should have this power, should the anticipation of the Forest Officers not be fulfilled.

5. By the last proviso I have made the total of the sums of Rs. 75,600 (the present advance) and Rs. 17,659 (the balance of the advance of Rs. 30,000) a continuing charge upon the premises.

6. The lease being perpetually renewable is, for all practical purposes, a complete alienation of the land, and the cases on the point have left it somewhat doubtful whether a document of this description is binding upon future proprietors. It might be as well I think to refer this point specifically to the Advocate-General, and I certainly think that every effort should be made to get at all events some of the principal members of the Tarwad to join in the lease.

7. I would also suggest that, with the object of rendering the lease as free from objection hereafter as possible, the rent and also the renewal fees upon each renewal of the lease should be progressively increased.

8. The two schedules can be attached to the lease when the fair copy is returned for engrossment.

Resolution—dated 18th March 1887, Forest No. 156.

Submitted to Government for early orders, in regard to para. 7 of the Government Solicitor's letter. The Board themselves do not think that any such increase as is recommended is actually necessary.

2. All that can be done in this preliminary stage in Madras has been done, and the Conservator proceeds shortly with the originals of the enclosures now submitted to take further action in Coimbatore and Pálghat. The result of such action will be communicated to Government in due course.

(A true Copy and Extract.)

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

To the Secretary to Government, Revenue Department,
with copies of two leases.
Copy to the Conservator of Forests, Southern Circle.
,, ,, Collector of Malabar.

Order—dated 23rd March 1887, No. 1846, Revenue.

The point raised in para. 6 of the letter from the Government Solicitor read above will be referred to the Acting Advocate-General for his opinion. As it is, in the opinion of Government, highly desirable that the latter officer should be fully informed as to all facts bearing on the proposed revision of the lease, the Conservator of Forests, Southern Circle, will be requested to arrange for a personal interview with Mr. Spring Branson, on as early a date as practicable.

(True Extract.)

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

To the Conservator of Forests, Southern Circle.
,, Board of Revenue.
,, Government Solicitor.

READ—the following G.O., dated 5th April 1887, Mis. No. 2123, Revenue:—

Read—the following Proceedings of the Board of Revenue, dated 31st March 1887, Forest No. 196, Mis.:—

Read—the following letter from Lieutenant-Colonel I. CAMPBELL WALKER, Conservator of Forests, Southern Circle, to the Secretary to the Board of Revenue, dated 28th March 1887, No. 224:—

Referring to G.O., No. 1846, of 23rd instant, which reached me here to-day, I have the honor to report that Mr. Porter is now at Pálghat with Mr. Logan, arranging final details as to the revised lease which I settled satisfactorily with the Nambidi's agent so far as forest interests are concerned, last week in Coimbatore.

2. I trust that the Board will be in receipt of a revised and amended draft of the lease with its accompaniments within the current week, along with full information from the Collector of Malabar to whom I have sent all necessary papers.

3. I would recommend that the revised lease, &c., be sent to the Acting Advocate-General with whom, if necessary, I shall be ready to confer in Madras on the 11th or 12th April; but I can really give little or no information or any opinion which would be of any value as to the point raised by the Acting Government Solicitor.

Resolution—dated 31st March 1887, Forest No. 196, Mis.

Recorded, pending receipt of the further communication promised in para. 2, and copy submitted to Government with reference to G.O., dated 23rd March 1887, Mis. No. 1846.

(A true Copy and Extract.)

(Signed) M. HAMMICK,
Acting Secretary.

To the Secretary to Government, Revenue Department.
,, Conservator of Forests, Southern Circle.
,, Collector of Malabar.

Order—dated 5th April 1887, Mis. No. 2123, Revenue.

Communicated to the Acting Government Solicitor.

(True Extract.)

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

To the Acting Government Solicitor.

READ—the following Proceedings of the Board of Revenue (Land Revenue), dated 14th April 1887, Forest No. 206:—

Read—the following letter from Lieutenant-Colonel I. CAMPBELL WALKER, Conservator of Forests, Southern Circle, to the Secretary of the Board in the Department of Land Revenue, dated Madras, 13th April 1887, No. 75:—

I have the honor to report that, in accordance with the orders of Government, I have conferred with the Acting Advocate-General, and given him the fullest information in connection with the Tekadi lease.

2. Mr. Branson has promised to let the Acting Government Solicitor have his written opinion at once, and Mr. Morgan hopes to have the amended draft ready by to-morrow.

3. If the Board will kindly send it on to Government at once and authorise me to represent them at Ootacamund, I shall do my best, in communication with the Revenue Secretary, to expedite matters, so that the Collector may be authorised by telegram to disburse the money, which is in the hands of Mr. Porter, within the current month, and so obviate the necessity of a special allotment from Provincial Funds for 1887-88.

4. Mr. Logan is on the spot near Pálghat and ready to do the needful immediately he is authorised by Government.

Read—also the following letter from W. MORGAN, Esq., Acting Government Solicitor, to the Acting Secretary to the Board of Revenue, dated Madras, 14th April 1887, No. 204:—

re *Tekadi Forest.*

Herewith I have the honor to enclose copy opinion of the Advocate-General relative to this lease.

2. I also enclose copy revised lease drawn in accordance with the above opinion.

3. I also return herewith the fair copy surrender and other papers sent to me at different times relating to this matter, with the exception of the copy of the lease made by Mr. Logan, which, owing to the urgency of the matter, I have had to use as a draft.

ENCLOSURE.

In the Matter of the proposed Lease of the Tekadi Forests.

My opinion is asked on the following points:—

(1) Whether the agreement of the 29th June 1885, executed by the Valiya Nambidi (who is stated in the question to be a "minor"), is valid or otherwise?

(2) Whether the proposed lease is binding on the family?

OPINION.

From the letter of the Collector of Malabar to the Board of Revenue, dated the 29th March 1887, para. 3, it appears that the first question was put under a mistaken belief that the Valiya Nambidi was a minor at the time he executed the document of the 29th June 1885, whereby he resigned the family management to his mother, Valiyamma, for ten years without power of alienation of the estate or of creating charges upon it.

The Valiya Nambidi was not a minor at the time. He was the karnavan of the Tarwad. According to Malabar law a karnavan may delegate his authority, but he is at liberty to resume his duties as karnavan at any time.

The lease should be executed by the Valiya Nambidi, and I think his mother should join in the execution as the only other adult member of the Tarwad at the present time.

2. The proposed lease is practically a perpetual one. Such a lease is within the powers of a karnavan if beneficial to the Tarwad. Whether such a lease is beneficial to a Tarwad or not is a question of fact, the answer to which depends upon the circumstances of each case.

If the recitals contained in the proposed lease of the Tekadi forests are correct, it appears to me that the said lease is a beneficial one for the Tarwad, of which the Valiya Nambidi is the karnavan. The said lease is, therefore, within the power of the Valiya Nambidi to execute. When duly executed it will be binding on the whole Tarwad.

3. My opinion has not been specially asked for upon the terms of the proposed lease, but, as I have gone over it with the Conservator of Forests, Southern Circle, and with the Government Solicitor, I record my own views on the several points discussed by the Government Solicitor in his letter to the Board of Revenue of the 12th March 1887, No. 148, and in his letter to the said Board, dated the 4th April 1887.

(*a*) The covenant empowering Government to surrender the lease at the end of the first 20, 40, or 60 years, suggested by the Government Solicitor, is objected to by the lessors, and I think with reason.

If the calculations of the Forest Officers are correct, the power reserved is unnecessary. If the said calculations turn out to be incorrect, then the covenant would not be fair to the Tarwad, and, on that ground, the lease might be questioned hereafter. The covenant would be a very one-sided one, for no similar power is given to the lessors to put an end to the lease "at the end of the first 20, 40 or 60 years." That fact would also be taken advantage of if the family hereafter seek to set aside the lease.

(*b*) I agree with the Government Solicitor as to raising the rent and for the payment of premium upon renewals up to a certain amount.

Government will not renew the lease, unless a profit is being derived from it. The then members of the Tarwad might fairly claim to obtain some advantage from the increased value of their property. They have no power under the lease to put an end to the tenancy, except in default of payment of rent. But for the condition suggested, the lessors will never gain the slightest advantage from the improvement of their estate. The suggested increase and payment will not be much for Government to concede, and the insertion of such a clause will still more deprive the Tarwad of the power of contending that the lease was not beneficial to it.

(*c*) I am inclined to agree with the Government Solicitor as to the inadvisability of inserting the addition to clause 7 of the lease referring to the payment of interests by Government. It appears that the creditors are willing to accept immediate payment. If that is so, why insert the clause as to interest in the event of their not accepting such payment?

By the lease the lessee undertakes to pay the debts of the lessors mentioned. A debt is a "personal duty of the debtor to pay, and, until the time of payment has arrived, there is no duty and no debt," (Macleod). When the time of payment arrives (in the case of those who can legally decline to accept immediate payment), the Government will pay the debt then due. On what ground should Government be called upon to pay interest to the lessors upon a duty they undertook when they incurred the debt? The agreement in the lease is to pay the lessors' debts, not to pay the lessors, on the execution of the lease, the amount due by them, in order to enable them to pay their debts as they became due and to invest the money in the mean time for their own benefit.

(*d*) On the subject of minerals, I think it will be better to retain clause 8, and by clause 12 to exclude all claim to enter by the janmi.

(*e*) I agree with the Government Solicitor in thinking that clause 9 is unnecessary.

(*f*) I also agree with him as to the condition giving a right of entry in default of payment of rent, and as to the reasons which make the retention of the said condition necessary.

(*g*) I think that clause 12 of the lease should specifically deprive the lessor of right of entry upon the land, except with the special permission in writing of the lessee, for any purpose whatever, except when exercising the right of way mentioned in clause 3 and the right to re-enter on non-payment of rent. By this means he will be prevented from entering to carry on mining operations, or for the purpose of catching elephants and of exercising the other rights which I understand are by custom impliedly reserved by janmis.

HIGH COURT,
12th April 1887.

(Signed) J. H. SPRING BRANSON,
Acting Advocate-General.

Resolution—dated 14th April 1887, Forest No. 206.

Submitted to Government, with reference to G.O., 15th February 1887, No. 173.

2. The matter being very emergent, the Board request that the Conservator of the Southern Circle may, if necessary, be consulted direct upon any question which may require explanation The Board recommend that the corrections suggested by Mr. Morgan may be incorporated in the lease.

(True Copies and Extract.)

(Signed) M. HAMMICK,
Acting Secretary.

To the Secretary to Government, Revenue Department,
with Advocate-General's opinion, three leases, a map, and a
cover containing certain original papers on the file of the Revenue
Secretariat office, &c., &c., &c.

READ—the following Proceedings of the Board of Revenue (Land Revenue), dated 19th April 1887, Forest No. 250, Mis.:—

Read—the following letter from W. LOGAN, Esq., Collector of Malabar, to the Secretary to the Board in the Department of Land Revenue, Madras, dated 11th April 1887, No. 1656:—

Referring to the Board's Proceedings, dated 31st March 1887, Forest No. 196, Mis., I have the honor to state that the amended lease of the Tekadi forests was submitted to the Board on the 29th idem, with my letter N of that date.

2. The schedule of debts of the Kollangód family furnished by the Nambidi's agent shows a present liability of Rs. 75,727-6-8, a small portion of which is, as the Board will perceive, not covered by duly executed documents. The agent explains that some of the loans being of a petty character, and in view of the social status of the family, it has not been found necessary to execute proper documents in all cases, and this explanation may, I believe, be taken as correct.

3. The previous history of the debts has, so far as could now be ascertained, long after the death of persons who originally contracted them, been traced and noted in the schedule, the debts having been generally described in the body of the document as "incurred on behalf of, and for the benefit of, the said Tarwad;" and I think this is all that it is necessary to insert in the document on this head. Before

the schedule is fair copied after approval by the Board and Government, the entries will again be checked with the original documents which are now with the Nambidi's creditors. The documents furnished to, and examined by me are transcriptions of the originals.

Resolution—dated 19th April 1887, Forest No. 250, Mis.

Submitted to Government in continuation of Board's Proceedings, dated 14th April 1887, Forest No. 206.

(A true Copy and Extract.)

(Signed) M. HAMMICK,
Acting Secretary.

To the Secretary to Government, Revenue Department,
with a schedule of debts of the Kollangód family (to be returned).
Copy to the Collector of Malabar.
" " Conservator of Forests, Southern Circle.

ORDER—dated 22nd April 1887, No. 384, Revenue.

Forest No. 53.

The draft lease of the Tekadi forests is approved.

2. It will be forwarded to the Collector of Malabar, who will draw up an agreement on stamped paper, stating that the parties mentioned as the lessors in the draft lease have read the draft over and signed it in token of their approval, and that they agree to execute and register the deed itself when engrossed.

3. This agreement should, on its and the draft lease being signed, be registered. As soon as this has been done, the Collector may pay the Rs. 75,000 specified in the draft lease. The Conservator of Forests, Southern Circle, has arranged that it shall be placed at his disposal.

4. The Collector should transmit the draft lease direct to the Government Solicitor, who will have the same engrossed and forward it to the Collector of Malabar, in order that it may be executed by the Valiya Nambidi and his mother.

5. A copy of the letter of the Collector and the original list of the debts due by the Tarwad, which accompanied the second of the Proceedings of the Board read above, will be transmitted to the Government Solicitor.

(True Extract.)

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

To the Secretary to the Commissioner of Land Revenue.
" Conservator of Forests, Southern Circle.
" Collector of Malabar, with draft lease and surrender.
" Government Solicitor.
" Accountant-General.
Copy to the Financial Department.

Exd. F. R. Bantleman.

Original

Govt. of {1887} Madras.

REVENUE.

CONFIDENTIAL

Issued

Recd. *Encl.*

G.O., 22nd April 1887, No. 384.

APRIL.

Lease of the Tekadi Forest.

Approving the draft —, and forwarding it to the Collector of Malabar with instructions.

No 219 Madras 25th April 1887

27 APR 87

y dear Price –

Tekady Forest

Yours of the 22d instant to hand together
ith G. O. No 384 of the 22d instant.
Had the Lease been returned to me
, Saturday last, or even by this morning,
could have had it engrossed and
ent to Palghat, or wherever else the
Collector is, by Wednesday next the
27th at latest, so that there would have
een ample time to complete the
whole thing before the end of the mon

The Agreement of course providing
for the Execution of the Lease will be
Perfectly binding as between the partie
but it might necessitate having to
sue the Lessors to Execute and Regis
the Lease, and questions might now
be raised which in the ordinary
course

Original

Govt. of (1887) Madras.

REVENUE.

course of things would not be pa
until the minors had come of a
until the Lease had to be renew

I am therefore telegraphing t
Collector to ask him to send me
Lease by tonight's post if possibl
and that if he does so I will le
him have it either at Palghat
anywhere else where it is propo
to Execute and Register it, not la
than the morning of the 30th insta

If however he cannot mana
this the Agreement must be a
and the money paid and we m
take our chance of the Lease be
Executed and Registered afterwa

Tekadi Forest

Approving the draft —, and forwarding
Collector of Malabar with instructions.

◆

(1887.)

REVENUE DEPARTMENT.

D.C. No. 36

From Wm Morgan Esq:
Madras.

Dated 25 } apl.
Received 27 }
Enclosures -

No. 219.

SUBJECT.

Regarding the [illegible] Forest Lease.

REVENUE DEPARTMENT.

Current No. 36

D.C. From Wm Morgan Esq:

Dated 25 apl. 1887.

~~FOR ORDERS~~.

Submitted for the perusal of H. Members.

27/4

seen
28/4

Special

~~FOR~~ ORDERS.

D.O from Mr Wm Morgan
re: Tekkadi lease.

Hon'ble Mr Master (S)
Hon'ble Mr Hutchins

10/

CONSERVATOR OF FORESTS

Very Urgent

Collector Malabar telegraphs 18th
" Regarding Tekadi Lease when will Governments approval be sent Doubt if principal debtor (creditor?) will accept payment after 30th I proceed to Palghat tomorrow Hurry up" and today (20th)

" Wired you urgent Monday waiting here (Palghat) to complete lease immediate orders wanted"

Board telegraphs today (20th)
" Your telegram re Tekadi

were despatched (to Govr) (15th)"

I have informed Mr. Logan by wire that the matter rests entirely with Govt. and that I hope we may have instructions tomorrow (21st).

Lt Col

Comsr. of Inals S.C.

To

The Secretary to Government
Revenue Deptt

Camp [illegible]
20th April /87

NOTE FOR THE ~~UNDER SECRETARY~~.

Col. Campbell Walker wishes this plan in Tekkadi lease case.

"The plan late marked was with
" the original draft lease when
" it left me for Logan last month
" and I am almost certain I
" saw it (folded up) with the
" revised draft at Office yesterday
" Please look again. It does
" not look like a map being
" folded up": If the Collector
" Morgan may have returned
" it with Logan's draft but
" it is unlikely. I have an
" Office copy here unmarked
" but not marked so it would
" be no good"

Look again and let me know if you find the plan
: if not Mr. Morgan must have it

28/4

The plan referred to is apparently the one herewith submitted.

The schedule of debts with Collector's letter & the plan may perhaps now go to the Govt. Solicitor.

5/4

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 Ikadi Forests situated in the Anamalais, by the Kolangode 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) P. O'Sullivan
Advocate General.

Madras 4th February 1887.

[illegible]

This Indenture dated the day of [illegible] 18

Please insert correct names & description — [illegible]

~~Vang[illegible]~~ Vang[illegible] Saraspati

Between Valia Amah alias Dhatri Avergal Nambidi of the (Royal) family of Kolangode on behalf of herself and all other the Member of the Tarward (hereinafter called the Lessor) of the one part and the Right Honorable The Secretary of State for India in Council (hereinafter called the Lessee) of the other part. **Whereas** by a document purporting to be a lease dated the 12th day of October 18[illegible] and made between the Vangavatil Valia Nambidi of Kolangode and the British Government after reciting that the said Vangavatil Valia Nambidi was desirous of leasing the Forest tracts therein mentioned to the British Government who were desirous of undertaking the management and enjoying the usufruct of the same it was agreed that for the term of 99 years from the 1st day of January 18[illegible] the sole control management and enjoyment of the Forest tracts therein specified and which are hereafter particularly described in the 1st Schedule hereunder written should vest in and were thereby leased and conveyed to the British Government and its representatives upon the terms that during the continuance of such lease the British Government should be at liberty to place the said Forest tracts under such officers and lay down such rules for conservancy and management as to it should seem fit subject to the customary rights of hill tribes to cut jungle wood for their own use but not for sale and to the usual Jumm rights of Ivory Honey Cardamums and such like hill produce and subject also to the payment of certain sums or fees known as Stump fees therein mentioned upon every natural Tree and upon every Tree planted by the said British Government of the descriptions therein specified which should be cut by the said British Government for sale Provided however that no such stump fee or other due should be charged upon Trees planted out by the said British Government and which might be cut when saplings or upon any Trees felled for thinning the said Forests or for clearing roads bridging hutting or other conservancy purposes. /And whereas it was also provided by the now reciting lease that the said British Government should pay to the said Vangavatil Valia Nambidi the sum of Rupees 20,000 in advance on account of the stump fees which might become payable by the said British Government in accordance with the terms of the now reciting lease such sum of Rs 20,000 not to bear interest and that until the said sum of Rs. 20,000 should be repaid and satisfied no stump fee becoming due to the said Vangavatil Valia Nambidi under the now reciting lease should be paid in money but should be carried to the credit of the said Vangavatil Valia Nambidi in account with the said Government until the said advance of Rs 30,000 should be liquidated And whereas the now reciting lease was also subject to certain Contracts in favor of parties mentioned therein all of which said Contracts have since the date of the said lease been fulfilled And whereas the said sum of Rupees 30,000 was duly advanced by the Lessee to the said Vangavatil Valia Nambidi And whereas it has been found impossible by the Forest Officers of the Lessee to enforce the rigid protection against fire and cattle-grazing necessary for the reproduction of young trees so long as any rights are reserved in favor of the inhabitants of the adjoining hills to enter upon the said Forests and cut jungle wood thereon and also so long as the Lessor is entitled to enter upon the said lands for the purpose of exercising her Jenmi rights in respect of Ivory honey Cardamums and such like produce And whereas in consequence of the want of proper means of communication with such Forest land the Forest Officers of the lessee have found it impossible to fell and cut any trees other than Teak Vengai and Rosewood save at a loss to the Lessee And whereas owing to the scarcity of Teak Vengai and Rosewood trees in the said

Forest as compared with the trees of a less valuable description and in consequence of ~~their~~ there being no obligation upon the Lessee in and by the terms of the said lease of the 12th day of October 1867 to cut and fell any specific number of trees during the period of the said lease the income of the Lessor has averaged since the 12th day of October - 1867 the date of such lease Rupees 650 only per annum And whereas out of the said advance of Rs 30,000 so made to her as aforesaid the Lessor has only been able to repay by the retention by the lessee of/ the stump fees reserved in respect of all trees felled by him the sum of Rs 13661 12,341 leaving the sum of Rs 16339 17,659 still due and owing by her

The amount has been altered & the working of the stump fees due for 86-87 viz Rs 1320 under statement sent by the number [illegible]

And whereas it has also been ascertained by the lessor that unless the lessee should cut and fell a far larger number of trees than heretofore the said sum of Rs 16339 17,659 still due and owing by her as aforesaid will not be liquidated for many years during which peri the lessor will derive no income or benefit from such Forests other than those in respect of the Jungle wood Ivory Honey Cardamums and such like hill produce reserved to her by the said lease of the 12th day of October 1867 And whereas the lessor has had the - value to her of the said Jungle wood, honey Cardamums and hill produce valued by her Kariestan and by other Members of the Turwad an the sum of Rs 1,000 per annum has been ascertained to be the approximate value of same And whereas the lessor is indebted to the several parties mentioned in the second Schedule hereunder written in the amounts therein mentioned which said debts have been incurred by her or by her predecessors under the circumstances and for the purposes mentioned in such Schedule & were so incurred on behalf of and for the benefit of the said Tarward And whereas the lessor has requested the lessee to advance her the sum of Rs 75,000 for the payment off of such debts which he has consented to do upon the terms and conditions hereinafter appearing And whereas after consultation with her Kariestan and with the Members of the said Tarward the Lessor has agreed with the lessee for the surrender to her of the said lease of the 12th day of October 1867 and for the granting by her instead and in lieu thereof to the lessee his successors and assigns of a fresh lease for eighty years the unexpired portion of the term of 99 years reserved in and by the said lease of the 12th day of October 1867 and for the perpetual renewal of the same for like periods such arrangement being in the opinion of the lessor and her Kariestan and the members of the said Tarward for the benefit of the said Tarward generally. Now this Indenture witnesseth that in consideration of the surrender by the lessee of the hereinbefore recited Lease of the 12th day of October 1867 in respect of the premises intended to be hereby demised (by an Indenture of even date but executed prior to the execution of these presents) and also in consideration of the sum of Rs 75,000 paid by the lessee to the lessor or to be paid on her behalf to the several parties mentioned in the second Schedule hereunder written as hereinafter provided she the lessor doth hereby demise unto the lessee his successors and assigns **All** that tract of Forest land situate in the Collectorate of Malabar in the Registration District of Calicut in the Presidency of Madras known as the Tekadi Forest the particulars whereof are given in the First Schedule hereunder written and are delineated in the plan attached to these presents **Together** with all rights easements and appurtenances thereto belonging or reputed to belong or usually occupied or enjoyed therewith freed from all rights of hill tribes or others to cut Jungle wood or collect hill or other produce therein and also freed from all Jenmi rights of the lessor in respect of the said tract of Forest land or the produce thereof save as is hereinafter excepted

[illegible]

To have and to hold the premises hereinbefore express ed to be hereby demised unto the lessee his successors and assigns

for the term of 80 years from the 1st day of January 1887

(determinable nevertheless as hereinafter provided) Yielding

and paying therefor during the first 37 years of the said term of 80

years or until such time as the said several sum Sums of Rs 75,000 and Rs

16339 91339
17,659 or together Rs 92,659 shall be liquidated the yearly rent of

Rs 2,500 by two equal half yearly payments on the 1st day of April

and the 1st day of October the first of such half yearly payments

to be made on the 1st day of October 1887 and Yielding

and paying for the remaining 43 years of the said term of 8

years the yearly rent of Rs 5,000 by two equal half yearly payments

on the 1st day of April and the 1st day of October

And the lessee doth hereby for himself his successors and assigns

covenant with the lessor her legal representatives and assigns as

follows

1. That he the lessee his successors and assigns will dur

ing the said term of 80 years pay to the lessor her legal represent

tives or assigns the said rents on the days and in the manner afore

said

2. That he will also pay all existing and future taxes

assessments and outgoings of every description for the time being payable in respect of or charged upon the said premises.

3. That he will permit the lessor her legal representatives and assigns and his and their Agents Contractors and servants the full and free use of the road or track leading from Tellikul to Tekadi and thence through ~~Palimadi~~ Pallicmudi to the Government Reserved Forest known as Gudaravayal and also of the Timber slip adjoining ~~the~~ said Road from ~~Tekadi to Palimudi~~ Palliamudi to Gudaravayal Arivaram the portion of the said road and slip over which the Lessor her legal representatives and assigns and their Agents Contractors and servants shall have and exercise such right of way being marked on the plan annexed to these presents with the letters XXXX and YYY respectively. That he will also permit the use of a footpath for men & cattle between Mangayam & [illegible]

Subject always as regards the right of way & the use of despatch slips &c to the necessary restrictions with regard to the keeping carrying & handling of fire provided for in the Madras Forest Act.

4. That he will also permit the Lessor her legal representatives and assigns and her and their Agents Contractors and servants to import Forest Produce across ~~Timber upon the Banks of~~ the Tekadi River and the Arukadavu Stream at the 5 several points marked on the said plan annexed hereto and marked with the letters A B C D & E. such ~~timber~~ Forest produce to be taken from such points to the nearest point on the Road mentioned in clause 3 hereof Provided always

Marked on plan

Is necessity to provide for any timber carried along the Road other than what crosses the River.

forest produce

that such permission shall only extend to all ~~timber~~ which shall be stamped with the stamp of the Lessor ~~or~~ her legal representatives or assigns and which shall be accompanied by a Pass or permit identifying such forest produce ~~Timber~~ both by number of pieces and by the marks thereon such pass or permit to be signed by the Lessor her legal representatives or assigns or by some duly authorised Agent provided always that in the case of bamboos, firewood, & Minor produce which cannot be stamped it will be sufficient if it is accompanied by a Pass or Permit identifying it by number or quantity.

Minor [illegible] as above provided

5. That he will also permit the Lessor her legal representatives & assigns & his & their Agents contractors & servants to store all such timber so stamped & accompanied by a pass or permit as provided in clause 4 of this agreement at the top & bottom respectively of the Timber slip adjoining the Road ~~from Tekadi to Puthumudi~~ from Pullaimudi to [illegible] referred to in clause 3 of this agreement and at no other place.

6. That he will deliver to the lessor her legal representatives and assigns all Elephants captured or Ivory found by him upon the demised premises upon payment of all expenses in connection therewith including therein the payment of the usual reward to the finder of such Ivory or at the option of the lessee his successors or assigns will pay the Lessor her legal representatives or assigns the fair market value of the same after deducting therefrom all such expenses as aforesaid.*

* provided that the Lessee shall take the steps to capture such elephants by offering prizes & carrying on [illegible] otherwise.

7. That in case any of the parties mentioned in the Second Schedule hereunder written shall refuse to receive the sum or sums so entered therein as being due to him or them respectively the –

lessee his successors or assigns will when and so soon as such parties shall be ready and willing to accept the same pay such sums to him or them respectively

8. Provided always and these presents are on this express condition that if the rents hereby reserved or any part thereof shall be in arrear for three calendar months the lessor her legal representatives and assigns may enter upon any part of the said premises in the name of the whole and thereupon the said term of 80 years shall absolutely determine.

[illegible]

9. Provided always and it is hereby further agreed and declared that if the lessee his successors or assigns shall be desirous of putting an end to this lease at the end of the first 2o, 4o, or 60 years of the said term and of such his or their desire shall give at least one years notice in writing before the end of the first 2o 4o or 60 years as the case may be unto the lessor legal representatives or assigns by delivering to or leaving such notice at his or their usual place of abode and shall pay all rents to the expiration of such notice and shall then or previousl quit and relinquish possession of the said demised premises then

& in such case from the expiration of such 20; 40, or 60 years this -
Indenture shall be void & of no effect except only for the purpose of
forcing the payment of the rents & performance of the covenants up to
end of such first 20, 40, or 60 years

And the lesser doth hereby for herself and the Members o
the said Tarvard & her & their legal representatives & assigns covenan
with the lessee his successors & assigns as follows

10. That the lessee his successors & assigns paying the rents
hereby reserved & performing & observing the several covenants by the
lessee hereinbefore contained may peaceably hold & enjoy the said pren
ises during the said term without any interruption by the lesser her
legal representatives or assigns or by any Member of the said Tarwa/d
or any person lawfully claiming through her them or any of them

11. That if the lessee his successors & assigns shall be de
sirous of taking a renewed Lease of the said premises for the further
term of 50 years from the expiration of the said term hereby grant-
ed & of such desire shall give notice to the lesser her legal repres
entatives or assigns & shall pay the said rents hereby reserved & -
observe & perform the several covenants & agreements herein containe
& on the part of the lessee his successors or assigns to be obsered

& performed, she the lessor her legal representatives or assigns will upon the request & at the expense of the lessee his successors or assigns & upon payment by him or them of the sum of Rs 5,000 as a premium for such renewal forthwith execute & deliver to the lessee hissuccessors & assigns a lease of the said premises for the further term of [illegible] 40 years at the same yearly rent & under and subject to the same covenants provisoes and agreements as are herein contained including therein the present covenant for renewal

12. And it is hereby expressly agreed & declared that the said sum of Rs 91339 ~~92,659~~ or so much thereof as shall for the time being remain unpaid shall be & remain a valid & subsisting Charge upon the premises hereby demised until the same shall be fully paid and satisfied

Clause as to Interest
Instals & premium
times of the
inserted in
proper place
JW

Dated this day of 1887

Valia Amah &
Nambidi of Kolangod
to
The Secretary of
State for India in
Council

Lease of the Sekadi
Forest

R.G.R. 1311/87

L.G.R. 574/87
L.G.L. 1053/87

Con: 3073/87

Wm Morgan
Acty Govt Sol

In the Matter of the proposed Lease of
the Sekady Forests

My opinion is asked on the following points:—

1. Whether the agreement of the 29th June 1885 executed by the Valiya Nambidi (who is stated in the question to be a "minor") is valid or otherwise?
2 Whether the proposed lease is binding on the family?

Opinion

1. From the letter of the Collector of Malabar to the Board of Revenue dated the 29th March 1887, para 3, it appears that the first question was put under a mistaken belief that the Valiya Nambidi was a minor at the time he executed the document of the 29th June 1885 whereby he resigned the family management to his mother, Valiyamma, for two years without power of alienation of the estate or of creating charges upon it.

The Valiya Nambidi was not a minor at the time. He was the Karnavan of the Tarwad. According to Malabar Law a

Karnavan

Karnavan may delegate his authority, but he is at liberty to resume his duties as Karnavan at any time.

The lease should be executed by the Valiya Nambidi and I think his mother should join in the execution as the only other adult member of the Tarwad at the present time.

2. The proposed lease is practically a perpetual one. Such a lease is within the powers of a Karnavan if beneficial to the Tarwad. Whether such a lease is beneficial to a Tarwad or not is a question of fact the answer to which depends upon the circumstances of each case.

If the recitals contained in the proposed lease of the Ikady Forests are correct, it appears to me that the said lease is a beneficial one for the Tarwad of which the Valiya Nambidi is the Karnavan. The said lease is, therefore, within the powers of the Valiya Nambidi to execute. When duly executed it will be binding on the whole Tarwad.

3. My opinion has not been specially asked for upon the terms of the proposed lease, but as I have gone over it with the

Conservator

Conservator of Forests, Southern circle, and with the Government Solicitor, I record my own views on the several points discussed by the Government Solicitor in his letter to the Board of Revenue of the 12th March 1887. No 48, and in his letter to the said Board dated the 4th April 1887.

(a) The covenant empowering Government to surrender the lease at the end of the first 20, 40, or 60 years, suggested by the Government Solicitor is objected to by the Lessors, and I think with reason.

If the calculations of the Forest Officers are correct, the power reserved is unnecessary. If the said calculations turn out to be incorrect, then the covenant would not be fair to the Tarwad, and, on that ground the lease might be questioned hereafter. The covenant would be a very one sided one for no similar power is given to the Lessors to put an end to the lease "at the end of the first 20, 40 or 60 years". That fact would also be taken advantage of if the family hereafter seek to set aside the lease.

(b) I agree with the Government Solicitor as to raising the rent and for the payment of

premiums

premium upon renewals up to a certain amount.

Government will not renew the lease unless a profit is being derived from it. The members of the Tarwad might fairly claim to obtain some advantage from the increased value of their property. They have no power under the lease to put an end to the tenancy except in default of payment of rent. But for the condition suggested, the lessors will never gain the slightest advantage from the improvement of their estate. The suggested increase and payment will not be much for Government to concede, and the insertion of such a clause will still more deprive the Tarwad of the power of contending that the lease was not beneficial to it.

(c) I am inclined to agree with the Government Solicitor as to the inadvisability of inserting the addition to clause 7 of the lease referring to the payment of interest by Government. It appears that the creditors are willing to accept immediate payment. If that is so why insert the clause as to interest in the event of

their

their not accepting such payment?

By the lease the lessee undertakes to pay the debts of the lessors mentioned. A debt is a "personal duty of the debtor to pay, and, until the time of payment has arrived, there is no duty and no debt" (Macleod) When the time of payment arrives — (in the case of those who can legally decline to accept immediate payment) — the Government will pay the debt then due. On what ground should Government be called upon to pay interest to the lessors upon a duty they undertook when they incurred the debt? The agreement in the lease is to pay the lessors' debts, not to pay the lessors on the execution of the lease, the amount due by them in order to enable them to pay their debts as they became due and to invest the money in the meantime for their own benefit.

(d) On the subject of minerals, I think it will be better to retain clause 8 and by clause 12 to exclude all claim to enter by the Janmi.

e.

(e) I agree with the Government Solicitor in thinking that clause 9 is unnecessary.

(f) I also agree with him as to the condition giving a right of entry in default of payment of rent, and as to the reasons which make the retention of the said condition necessary.

(g) I think that Clause 12 of the lease should specifically deprive the lessor of right of entry upon the land, except with the special permission in writing of the lessee, for any purpose whatever, except when exercising the right of way mentioned in clause 3 and the right to re enter on non-payment of rent. By this means he will be prevented from entering to carry on mining operations, or for the purpose of catching elephants and of exercising the other rights which I understand are by custom impliedly reserved by Janmis.

High Court }
12th April 1887 }
(Signed) J. H. Spring Branson
Acting Advocate General

(A True Copy)

William Morgan

Acting Government Solicitor

Print

Rev. 3073/87

No. 75.   Charge of Southern Circle
Madras, the 13th April 1887

From

1. Lieut. Colonel J. Campbell Walker,
Conservator of Forests,
Southern Circle

To

The Secretary of the Board
in the Department of Land Revenue
Madras.

Sir,

I have the honor to report that, in accordance with the orders of Government, I have conferred with the Acting Advocate General, and given him the fullest information in connection with the Takadi lease.

2. Mr Branson has promised to let the Acting Government Solicitor have his written opinion at once, and Mr Morgan hopes to have the amended draft ready by tomorrow.

3. If the Board will kindly send it on to Government at once and authorize me to represent them at

Ooty

only I shall do my best in communication with the Revenue Secretary to expedite matter so that the Collector may be authorized by telegram to disburse the money which is in the hands of Mr Porter within the Current month and so obviate the necessity of a Special allotment from Provincial Funds for 1887-88.

4. Mr Logan is on the spot near Palghat and ready to do the needful immediately he is authorized by Government.

I have &c,

(Signed) J. Campbell Walker,
Lieut. Col.
Conservator of Forests,
Southern Circle.

(True Copy)

Acting Secretary

No. 204

Madras, 14th April 1887

From,
William Morgan,
Acting Government Solicitor,
Madras.

To,
J.M. Hammick Esquire,
Acting Secretary to the
Board of Revenue

Sir,

re Tekady Forest

Herewith I have the honor to enclose copy Opinion of the Advocate General relative to this lease.

2. I also enclose copy Revised Lease drawn in accordance with the above Opinion.

3. I also return herewith the Fair copy Surrender and other papers sent to me at different times relating to this matter, with the exception of the copy of the Lease made

by

by Mr. Logan, which owing to the urgency of the matter I have had to use as a draft.

I have &c.

Sd/ William Morgan

Acting Government Solicitor

(A true copy)

W. Mammell

Acting Secretary

VBM

DCW

31

REVENUE BOARD OFFICE MADRAS

Proceedings of the Board of Revenue

(Land Revenue),

Dated 14th April 1887,

Forest No. 206

READ letter* from the Conservator of Forests, Southern Circle, to the Secretary to the Board of Revenue, dated 13th April 1887, No. 75.

Read also letter* from the Acting Government Solicitor, to the Secretary to the Board of Revenue, dated 14th April 1887, No. 204.

* Copies attached.

Resolution.

Submitted to Government with reference to G. O., 15th February 1887, No. 173.

2. The matter being very urgent, the Board request that the Conservator of the Southern Circle may, if necessary, be consulted direct

upon

upon any question which may require explanation. The Board recommend that the corrections suggested by Mr. Morgan may be incorporated in the lease.

(A true Extract)

M Warwick

Ag Secretary

To The Secretary to Government, Revenue Department, with Advocate General's opinion, three leases, a map, and a cover containing certain original papers on the files of the Revenue Secretariat Office.

&c &c &c

Copied by C.L.

Exd C.M.

Rev Depts

188**7**.

Board of Revenue,

MADRAS.

(Land Revenue).

3073

Confidential no 20

To

The Secretary to Govt
Rev Dept

20 APR 87
MADRAS REVENUE DEPARTMENT

Ad 20 apl. Enc 7

Proceedings, dated 14 April 1887.
For. No. 206 ...

Subject.

Submitting to Govt a draft Lease of the Tekadi Forests and requesting that the Conr of Forests, &c may, if necessary, be consulted direct upon any question which may require explanation and recommending that the corrections suggested by Mr. Morgan may be embodied in the Lease

C. 21-4-87
D. 22-4-87

~~CONFIDENTIAL.~~

PROCEEDINGS OF THE BOARD OF REVENUE
(Land Revenue).

Read—the following letter from Lieut.-Colonel I. CAMPBELL WALKER, Conservator of Forests, Southern Circle, to the Secretary of the Board in the Department of Land Revenue, dated Madras, 13th April 1887, No. 75:—

I have the honor to report that, in accordance with the orders of Government, I have conferred with the Acting Advocate-General, and given him the fullest information in connection with the Tekadi lease.

2. Mr. Branson has promised to let the Acting Government Solicitor have his written opinion at once, and Mr. Morgan hopes to have the amended draft ready by to-morrow.

3. If the Board will kindly send it on to Government at once and authorise me to represent them at Ootacamund, I shall do my best, in communication with the Revenue Secretary, to expedite matters, so that the Collector may be authorised by telegram to disburse the money which is in the hands of Mr. Porter within the current month, and so obviate the necessity of a special allotment from Provincial Funds for 1887-88.

4. Mr. Logan is on the spot near Palghát and ready to do the needful immediately he is authorised by Government.

Read—also the following letter from W. MORGAN, Esq., Acting Government Solicitor, to the Secretary to the Board of Revenue, dated Madras, 14th April 1887, No. 204:—

re *Tekadi Forest.*

Herewith I have the honor to enclose copy opinion of the Advocate-General relative to this lease.

2. I also enclose copy revised lease drawn in accordance with the above opinion.

3. I also return, herewith, the fair copy surrender and other papers sent to me at different times relating to this matter, with the exception of the copy of the lease made by Mr. Logan, which, owing to the urgency of the matter, I have had to use as a draft.

Enclosure No. 1.—Copy of Advocate-General's opinion.

Enclosures Nos. 2 to 4.—Draft leases and copy of Surrender.

Enclosure No. 5.—File of certain papers.

Resolution—dated 14th April 1887, Forest No. 206.

Submitted to Government with reference to G.O., dated 15th February 1887, No. 173.

2. The matter being very emergent, the Board request that the Conservator of the Southern Circle may, if necessary, be consulted direct upon any question which may require explanation. The Board recommend that the corrections suggested by Mr. Morgan may be incorporated in the lease.

(True Copies and Extract.)

Ag. Secretary.

To the Secretary to Government, Revenue Department,
with the Advocate-General's opinion, three leases,
a plan, and a cover containing certain original papers
on the file of the Revenue Secretariat Office.
" Conservator of Forests, Southern Circle.
" Collector of Malabar.

Exd. F. R. Bantleman.

1887.
Board of Revenue
(Land Revenue,)
MADRAS.

CONFIDENTIAL.

GOVERNMENT OF MADRAS
29 APR 87
REVENUE DEPARTMENT

Printed

Proceedings, dated 14th April 1887,
Forest No. 206.

Submitting to Government *revised lease of the Tekadi Forests*, and recommending that the corrections suggested by Mr. Morgan, Acting Government Solicitor, may be incorporated in the lease.

GO 3849 22-4-87

37

Proceedings of the Board of Revenue
(Land Revenue),

Dated 19th April 1887.

Forest No. 250, miscellaneous

READ the following letter from the Collector of Malabar to the Secretary to the Board in the Department of Land Revenue, Madras, dated 11th April 1887 No. 1656

Referring to the Board's Proceedings dated 31st March 1887, Forest No. 196 misc, I have the honor to state that the amended lease of the Tekadi Forests was submitted to the Board on the 29th idem with my letter No. of that date

2 The schedule of debts of the Kollangód family furnished by the Nambidis' agent shows a present

liability

liability of Rs 75,727-6, a small portion of which is, as the Board will perceive, not covered by duly executed documents. The agent explains that some of the loans being of a petty character and in view of the social status of the family, it has not been found necessary to execute proper documents in all cases, and this explanation may, I believe, be taken as correct.

3. The previous history of the debts has, so far as could now be ascertained, long after the death of persons who originally contracted them, been traced and noted in the schedule, the debt having been generally described in the body of the document as "incurred on behalf of and for the benefit of the said Taravad", and I think this is all that it is necessary to insert in the document on this head. Before the schedule is faircopied after approval by the Board and Government, the entries will again be checked with the original documents which are now with the nambudiri's creditors. The documents furnished to, and examined by me are transcriptions of the originals.

Resolution:

Submitted to Government, in continuation of Board's Proceedings dated 14th April 1887, Forest No. 206.

(A true copy extract)

Acting Secretary

To,
The Secretary to Government,
Revenue Department,
with a schedule of debts of the Kollangio
family (to be returned)
Copy to the Collector of Malabar
" " Conservator of Forests, Southern Circle

VBM

Revenue 1887. Deptl.

Board of Revenue.

MADRAS.

(Land Revenue).

No. 3074

To The Secretary to Government,
Revenue Department

REVENUE DEPARTMENT 21 APR 87

Rd 21 apl.

Proceedings, dated 19th April 1887.
Forest No. 250 Miscellaneous

Subject.

Enclosg. to Government letter from the Collector of Malabar reporting that the amended lease of the Tekadi forests was submitted on the 29th March 1887, and that the debts of the Kollangód family amount to Rs 75,727-6-8.

C. 21-4-87
22-4-87

REVENUE DEPARTMENT.

Current No. 3073 & 3074.

From the Board of Revenue (Land Revenue)

Dated 14th & 19th April 1887. Nos 206 & 250

FOR ORDERS.

The Lr. of the Bd of Revenue forwarding the opinion of the Advocate Genl called for in G.O. No. 173 dated 15th Feby last and the revised draft of the proposed lease of the Tekadi forests prepared by the Govt. Solicitor ~~in consultation~~ with the Advocate Genl and Consr. of Forests S. Circle are submitted for very early orders.

I have personally conferred with Col Walker and he agrees to the suggestions made by Mr. Morgan in the margin of the draft.

He informs me that he has drawn cheques for the Rs 75000 which will have to be paid if the lease is approved and that if ~~[illegible]~~ presented before the 30th inst. the Account Dept. will raise no objections

I suppose the document may now be executed, though how this can be done & the money paid before the end of next week is hard to see.

It is perhaps not a matter of any great importance but it seems to me unnecessary to have practically debarred the lessors & lessee from capturing elephants or working minerals or precious stones so long as the lease holds good.

22/4

53/

and the issues being doubtful, but please pass G. Chapt XXIII C
Acct Code Vol I p 163
The Pgs of the Bd forwarded
the schedule of debts to be
paid out of the R 75000
which it is proposed to
advance is also submitted.

21/4

FOR ORDERS.

G. Order 384 of 22-4-87

C. 21-4-87.
R. 22-4-87

41/

[illegible]

Forest no 53

Read again G.O. d/15-2-87 no 175
Do - Mis G.O. d/23-3-87 no 1840
Do Mis no 2123 d/5-4-8

Accs 3073 & 3074

G.O. no: 384 d/ 22.4.87

The draft lease of the Zamorin's Forests is approved

2 It will be forwarded to the Collector of Malabar who will ~~at~~ will ~~draw up~~ ~~and~~ draw up an agreement on ~~stamped~~ paper stating that the parties mentioned as the lessors in the draft lease have read the draft over and signed it in token of their approval and that they agree to execute and register the deed itself when engrossed.

3 This agreement should and and the draft lease as being signed, be registered. As soon as this has been done, the Collector may pay the Rs. 75000, specified ~~in~~ in the draft lease, ~~which~~ The Conr of Forests S. Circle has

arranged that it shall be
placed at his disposal.

4 The Colr. should transmit
the draft lease direct to the
Govt. Solicitor, who will
have the same engrossed
and forward it to the Collector
of Malabar in order that
it may be executed by the
Valiya Nambodi and his
brother

5 The ~~second~~ ~~the~~ ~~schedule~~ a copy of the letter of the Colr, and the original list
of the debts ~~[illegible]~~ due by the Tarwad which
accompanied the second
of the Pro. of the Bd. said
there will be transmitted
~~direct~~ to the Govt. Solicitor a
~~who will be for~~ ~~incorporation~~ inclusion
~~in the lease when engrossed~~

22/4

Issue orders as per Council.

To
the Secy to the Commr of Land Revd
& Comr of Forests S.C.
Ord Collr of Malabar with draft lease & [illegible]
Ord Govt Solicitor
& Acctt General
Copy to the Financial Dept

P.C. Lea. 17 ... 8/2

70/8

Re: Tekkadi Forests

G.O. 22.4.87, No: 384

No: 32

64

Government of Madras Revenue Department

Revenue Secretariat,
Apl: 1887.

My dear. Morgan,

I am directed to forward to you a copy of the order of Govt regarding the lease of the Tekkadi Forests. The reason why this has been passed is as follows:—

If the money which has to be paid under the lease (Rs 75.000) is not drawn and paid before the 30th instant – it will lapse and the sanction of the Govt: of India for the payment will be necessary. Further, one of the creditors had with some difficulty been induced to agree to be paid off and the condition upon which he does so is that he has his money before the end of the month. There is not sufficient time to have the lease engrossed and executed before the 30th. Col: is of opinion that if the agreement mentioned in the order is executed and registered, it will be sufficiently binding upon the Board to warrant the payment of the Rs 7500 and that the difficulty mentioned above will be obviated.

If you see anything wrong or consider the opinion of Col: [illegible] incorrect, please wire direct the Collr. of Malabar to withhold payment of the money and wire here telling me know that you have done so.

Yours sincerely
(Sd) J.F. Price

I have entered in the draft the figures suggested by you with regard to renewal &c. The schedule of the debts due by the Tarwad will be sent on to you from this office. Will you kindly look over it and see if there is anything wrong about it. If there is, please telegraph to the Collr: direct. He is at Palghaut.

(Initialled) J.F.P.

REVENUE DEPARTMENT.

No. 101. Df. 2 . 4. 87.

OFFICIA EMORANDUM.

Adverting G. O R D No. 384
dated 22 April 1887, the undersigned
has the nor to forward to the
Govt. Solic on the papers referred
to in pa 5 of the G. O, and
also the 'ans ~~referred~~ mentioned to in the
revised case of the Tekkadi
Forests au requests that, prior to
ingross the schedule of the debts
due by accused may be ex-
-amined any errors or omissions
found and rectified in communication,
if necessary, with the Collr. of
Malabar.

2 The Comr. of Forests S. Circle has

were expected to
remain the Residence
[illegible]
[illegible] of the [illegible] of
[illegible]
the Govt. [illegible]
the [illegible] of
the [illegible] which
[illegible]
[illegible]
the [illegible]
of [illegible]

[illegible] to
[illegible]
[illegible]
[illegible]
[illegible] with
[illegible]
[illegible] of
[illegible] necessary.
[illegible]
[illegible] with
the [illegible]

[illegible]

To the Government [illegible]
with [illegible] list of debts } Dec 25 47
a copy of letter