

REPORT



ON THE

LAND TENURES OF MUSSOORIE,

BY

E. H. ASHWORTH, Esq., I.C.S.,

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Copy of a letter, dated 31st March 1904, from MR. E. H. ASHWORTH, Officer on special duty, Dehra Dún, to the Superintendent, Dehra Dún.

WITH reference to your No. 991, dated 5th February 1904, I have the honor to submit my report on the Mussoorie Lands and Tenures.

I was directed (see G. O. No. 3872/XI of 1903) to investigate the questions of

(1) the tenure of Landour and specially of the Bázár.

This I have done in Chapters IV and V of my report.

(2) the tenure of that part of Mussoorie which was not considered a Cantonment like Landour.

This I have done in Chapters VI, VII, VIII, IX and X. and (3) any such connected matters as I might deem desirable.

I have deemed it desirable in Chapter XI to draw the attention of Government to the state of their accounts with the Rájá of Tehri and the Mahant of Dehra in the matter of the partnership, so to speak, in the ground rents of Mussoorie which was agreed upon in 1842.

Some other subjects of interest or importance I have treated either incidentally or specially, e.g. private rights in streams, minerals, etc. The Government order also presumed that I would draw up a record of rights of Mussoorie. This I have done as completely as possible in Chapter X. Further investigation will be required as to the "encroachments" mentioned.

Lastly I was directed to take steps for the indexing and printing of old records.

I have rearranged and indexed the Wells' settlement correspondence and should advise this being reprinted. It has twice before been printed, but never in a complete form or under a convenient arrangement. I have arranged all the other documents and files in the Superintendent's office, and have had copied out all those of importance, using them as exhibits to my report. I should recommend these exhibits being printed. The papers selected will enable Government to see the general character of the files from which they are taken, and should they consider it necessary, to order the indexing and printing of any one or more of them. I append a note showing my rearrangement of the files received.

In conclusion I would record that I have thoroughly examined all the records in the Superintendent's office at Dehra. I have examined all the papers in the municipal office at Mussoorie which were sent to me as relevant by that office, but I have not, as in the case of the Superintendent's office at Dehra, personally gone through the files.

The Landour boundary question which I did not anticipate being included in my investigation has taken me more than half my time.

I have omitted to mention above that in Chapter II I have prepared a full settlement report on the basis of Mr. Wells' settlement.

I regret that I did not leave myself sufficient time to write my report with the literary care I could have desired. It may possibly therefore contain several minor errors. I have also not had time to get more than one copy prepared.

I have, &c.,  
E. H. ASHWORTH,  
I. C. S.

NOTE SHOWING THE REARRANGEMENT OF THE FILES.

<i>Files received from the Superintendent's office.</i>	<i>Files returned to Superintendent's office.</i>
1. Register of correspondence, Wells to Commissioner.	1. Register of correspondence, Wells to Commissioner.
2. File of correspondence, Commissioner to Wells.	2. File of correspondence, Commissioner to Wells.
3. A file book called miscellaneous correspondence of 1842 to 1855.	3. A file with index containing miscellaneous correspondence of 1842, (Wells' settlement and after):— (a) General Index. (b) Mussoorie Bázárs and Estates up to end of 1842. (c) Landour Cantonments up to 1842. (d) Miscellaneous papers up to end of 1842. (e) Miscellaneous English correspondence regarding Mussoorie: Mussoorie Estates, Municipal Meetings, &c., from 1843 to 1875; indexed letters.
4. Three bastas of vernacular correspondence of 1842.	4. Three bastas of vernacular correspondence, orders, &c., of 1842 with index.
5. Various loose bundles of English correspondence without any description.	5. Instead of five returned:— (a) Cantonment boundary correspondence, 1843--1846. (b) Cantonment boundary correspondence, 1863—1830. (c) Miscellaneous papers regarding Mussoorie, Mussoorie Estates, &c., from 1843—1883. (d) Miscellaneous papers not referring to Mussoorie.

[NOTE.—The headings in italics preceding each exhibit, as printed at the end of my report, refer to the files as thus rearranged.]

# CONTENTS.

PARA.	CHAPTER I.—GENERAL DESCRIPTION.	PAGES.
1.	Territorial divisions of Mussoorie	1
2.	British conquest of the Dûn	16
3.	Northern boundary of Mussoorie never declared	16
4.	Sub-division of British territory. The Mahant of Dehra's jagir	16
6.	Territorial sub-division adopted in giving the history of Mussoorie	16
<b>CHAPTER II.—WELLS' SETTLEMENT OF MUSSOORIE, 1842.</b>		
2.	Pre-settlement history	2
3.	Causes of the Wells' settlement	3
4.	Classification of settlement proceedings	16
5.	Ryotwari and zamindari Theories of Dûn Tenures	16
6.	Thomson's enquiry and minute	4
7.	The Board's detailed orders	5
8.	The survey and mapping by Captain Brown	16
9.	The Settlement by Wells	6
10.	Board's recommendation and sanction of Government	16
11.	Results and omissions of Wells' settlement	16
12.	The settlement boundary	7
13.	The conditions of the grants	16
14.	Rights in streams and minerals	16
15.	The character of the agreement with the Râja of Tehri	10
16.	Materials for re-constructing the agreement	11
17.	The actual terms of the agreement	12
18.	Prevalent misconceptions with regard to it	13
19.	The agreement of 1842 between the Mahant and Government	14
20.	The disposal of unoccupied sites	16
<b>CHAPTER III.—SUBSEQUENT DISREGARD OF THE PROVISIONS OF WELLS' SETTLEMENT.</b>		
1.	By the Superintendent in 1843	16
2 & 3.	By the Municipal Committee in the same year	16
4.	By Government	17
<b>CHAPTER IV.—LANDOUR CANTONMENTS.</b>		
1.	The meaning of the term "Cantonments"	18
2.	Pre-cantonment history of Landour	18
3.	The original of the Landour cantonments	19
4.	First acquisition of land for cantonments	18
5.	The second acquisition	20
6.	Distinction between cantonment owned area and controlled area	23
7.	Proposal for extension in 1840	26
8.	The Wells' settlement and its effect on the cantonment boundary	27
9.	The 1843—1846 correspondence	30
10.	Colonel Norman's Guarantee of 1862	37
11.	The 1869—1880 correspondence	39
12.	Exclusion of the Landour bazar in 1897	16
13.	Results of investigation summed up in a map	19
14.	The present problem	16
15.	No necessity for a survey of Cantonments	41
16.	The case of the Woodcock Estate	12
17.	The case of the Edge Hill Estate	14
18.	Mullingar Estate	45
19.	The White Park Forest Estate	16
<b>CHAPTER V.—THE LANDOUR BAZAR QUESTION.</b>		
<b>CHAPTER VI.—BRITISH LANDS (EXCLUSIVE OF THE MAHANT'S JAGIR).</b>		
1.	Tripartite classification	52
2.	Private estates	16
3.	The cultivated lands of zamindars	16
<b>CHAPTER VII.—BRITISH UNOCCUPIED LANDS.</b>		
1.	Early British revenue settlements	54
2.	Exceptional rules for Mussoorie unoccupied lands	55
3.	The 1841 settlement of 1845	55



PARA.	PAGE.
4. The sixth settlement of 1866 ... ..	58
5. The 1864 settlement... ..	61
6. Comparison between Daniell's and Ross' local knowledge and effect ... ..	62
7. The Future ... ..	63
CHAPTER VIII.—TREBI LANDS.	
	65
CHAPTER IX.—THE MAHANT'S LANDS.	
	66
CHAPTER X.—RECORD OF RIGHTS OF MUSSOORIE (NOTES).	
1. Sub-division of tenures ... ..	67
2. Estates ... ..	ib.
3. Unoccupied lands held by Government or the Municipality ... ..	75
4. Lands held by the villagers ... ..	ib.
5. Cantonments ... ..	76
6. The total areas ... ..	ib.
7. Encroachments ... ..	ib.
8. Note on the legal question of encroachment ... ..	79
9. Necessity of a list of estates being kept up ... ..	80
10. Notes on estates with peculiar histories ... ..	ib.
CHAPTER XI.—ACCOUNTS BETWEEN GOVERNMENT, RAJA AND MAHANT.	
	82
CHAPTER XII.—RELATIONS BETWEEN GOVERNMENT AND THE MUNICIPALITY AS REGARDS NAZUL PROPERTY.	
	84
CHAPTER XIII.—COMMUTATION OF GROUND-RENT IN MUSSOORIE.	
	85
CHAPTER XIV.—HISTORY OF MUSSOORIE SETTLEMENT BOUNDARY AND OF THE MUNICIPAL BOUNDARY.	
1. The boundary in 1842 ... ..	86
2. Ditto 1862-1866 ... ..	ib.
3. Ditto 1872 ... ..	87
4. Exclusion of Chemasari ... ..	ib.
5. The present boundary ... ..	ib.

## CHAPTER I.

### Introduction.

THE history of Mussoorie lands and tenures has been coloured throughout by certain territorial divisions of the lands pre-existent to the foundation of the European Settlement. Mussoorie, with the adjoining station of Landour, is situated on a series of peaks or hills forming what is called the Mussoorie range (*cf.* page 106 of the Dún Settlement Report of 1886).

2. The conquest of the Dún in 1814 secured to the British the whole of the "provinces heretofore forming the Ráj of Garhwál," but these were restored to the Rája, Soodarsun Shah, with the exception of "The Deyrah Dhoon"/and a few tracts not relevant to our present inquiry, by a *sanad* dated 4th March 1820. [See page 29, No. XIV, 2nd volume of Aitcheson's Treaties, 1876 edition, **exhibit 1(a).**]

3. It is curious, however, that neither this *sanad* nor any subsequent treaty, order, or notification ever defined the respective boundaries of the Dún and Tehri-Garhwál. The reason for this omission was the existence of the finest conceivable natural boundary, so that the northern limit of the Dún was considered a matter of course, of which the mention would be a superfluity. If the map is consulted, it will be seen the following peaks from west to east wall in and sentinel the valley of the Dún: Badraj, Cloud End, Hathipaon, Abbey Hill, Blucher's Hill, Vincent Hill, Camel's Back, Castle Hill (formerly part of Kamainthi or Komeontain), and Landour. The ridge of such peaks formed the dividing line. Where the slant of the ridge was unpronounced, it was decided by observing the flow of the water or *páni dhál*. If water found in the ground ran north, the land belonged to the Rája; if south, to the Government.

4. British territory was again sub-divided. A considerable area of land was occupied by the village of Chamasári, which with other villages in the Dún and Tehri had been dedicated in pre-British times for the support of the temple of Guru Ram Rai at Dehra. The British acknowledged this grant as a legacy of the conquest, and this sub-territorial division plays an important part in the history of Mussoorie lands and tenures. The map shows a ridge on the east of Mussoorie stretching down from the point in the station occupied by the Himálaya Club to Rájpur. This ridge was the western boundary of Chamasári, so that all the east of Mussoorie belonged to the Mahant's jágir.

5. With certain important exceptions this territorial classification will be adopted by me in tracing the history of Mussoorie lands and tenures. The exceptions are that the subject of *Cantonment Lands*, which comprise both the Rája's and the Mahant's territory, and that of *Wells' Settlement*, which affected both this and British territory, will be treated under separate articles. Moreover, certain subjects will be rounded off in separate essays applying to all the divisions indiscriminately.

## CHAPTER II.

### Wells' Settlement of 1842.

*History of Mussoorie previous to the Wells' Settlement of 1842.*

1. *The triple territorial division* of Mussoorie, as it existed from the date of the British conquest in 1814, has already been described in paragraphs 3 and 4 of the Introduction.

2. *Pre-Settlement History.*—For our knowledge of the genesis and growth of the station we are indebted to the letters of the Hon'ble F. Shore, Assistant to the Commissioner in Kumaun, who was the official predecessor of the Superintendent of the Dún.

It appears that originally there were seven goths or flat places on which buffalo sheds were erected for use during certain seasons of the year. After Europeans had taken two of them for building houses, Shore with the sanction of Government forbade the unauthorized seizure of the remainder. He did this in the conviction that

“as the ground in question belongs to the villagers of Kiarkuli (to which the village of Bhatta is an appendage), no individual has any claim to take possession of it without their leave.”

Whether, however, Europeans overcame the scruples of the villagers by gold and by the knavery of their domestic servants, so pathetically described by Shore in his letter to the Quartermaster-General, dated 4th August 1828 (**exhibit 8**), or whether they were permitted by the Civil authorities to take the land in consequence of inquiry having weakened the official conviction that it belonged to the villagers and not to the Government, is not described. We only know that a year and a half after Shore's first letter was written, both the Kiarkuli lands and those of the Rája of Tehri and the Mahant of Dehra were so far occupied that Colonel Young could write.

“There is no ground in excess to that actually occupied included in the above statement, so as to admit of extending the limits of the Landour depôt and private bungalows arising on the ridge.”

[Young to Commissioner, dated 13th August 1829, **exhibit 5(a).**] Such an influx of settlers reminds one of the gold-fields. Only in this case health, not wealth, was the magnet.

Shore had refused to acknowledge transfers of lands by villagers to Europeans, unless they were registered in his office. The primary object of this registration was to supply proof to the civil officer that the transfer was voluntary and not forced. (See Shore's letter to Captain Montgomerie, dated 9th April 1828, **exhibit 5**.)

“But before I issue an order to the sepoy to give up any particular goth, I expect that the villagers themselves shall come to court and state precisely the terms for which they have consented to sell the ground, as is the custom in the registering of contracts: unless they do, I will issue no such order, because it is on their petition that I have sent sepoy to protect the ground.”

But in the absence of any Registrar's office or village records at this date, the register assumed the great importance of being the only record of title and tenure. This original old Hindi register is still in existence. Exhibits 14 and 15 are translations from it. The entries in it, however, would appear to have been made without adequate inquiry and very imperfect. The result was uncertainty of tenure and of boundary.

3. *Causes of the Wells' Settlement.*—That Government took measures to remedy this unsatisfactory state of affairs seems primarily to have been due to the Surveyor-General, Colonel Everest, whose name rests on the highest peak on earth. He had acquired land in Mussoorie and desired to substantiate and render permanent his title. Thus uncertainty as to the legality, extent, and nature of tenures was the chief cause of the Wells' Settlement being undertaken. It was not the sole cause.

A second one was the absence of any systematic payment of rent by the European settlers, and the frequent complaints of the native zamindárs in consequence.

"The collection of the rents are, however, made sometimes by the zamindárs, sometimes by the Government officers, and in many cases are not made at all. When made by the zamindárs in full, the Government demand of one-third has sometimes been realized by them and sometimes not claimed at all. There is no fixed mode of collecting the Government right and accounting for it when collected."

(See paragraph 6 of Thomason's Minute, <sup>42</sup> ~~exhibit 31~~).

A third cause was the impossibility under the existing circumstances of obtaining the universal assent of the estate-holders to any assessment of a proportional contribution for the creation and preservation of roads, there being no reliable record of the value of each estate or certainty as to the owner.

A fourth cause was the proposal to inaugurate the system of local self-government which had recently been instituted at Simla and Darjéling (see **exhibits 22 and 24**).

These were the four main causes of the Wells' Settlement, and their influence is manifest in the principles adopted and measures taken in connection with it.

4. *The Settlement proceedings* may be classed under five parts—

- (1) a general inquiry into the nature of territorial rights in Mussoorie and a determination of the broad fundamental principles which were to govern the grants and tenures of individual holdings ;
- (2) the preparation of detailed instructions ;
- (3) the carrying out of a survey and preparation of maps and plans ;
- (4) the detailed settlement and final report ;
- (5) the final sanction.

5. *The Ryotwári versus the Zamindári Theory of Dán tenures.*—The general inquiry, though usually associated with the name of Thomason, was not entirely made by him. For one conclusion he relied on the work of others. In his minute (**exhibit 42**) he says:—

"Whatever may have been the opinions entertained regarding the rights of the native occupants of the land in our first acquisition of the Dán, all doubts on the subject were terminated by the deliberate investigation which preceded the formation of the Decennial Settlement commencing with 1839."

Again, in his interesting private letter to Wells, dated Allahabad, June 22nd, 1842 (**exhibit 136**), he says :

"I cannot undertake to say whether the principles regarding the right of the zamindárs are absolutely correct ; but the rule ascertained now by Government was fully considered and deliberately assumed by Holt-Mackenzie and other able men, when they visited the Dán and made careful inquiry on the spot."

The rule asserted was that the native villagers had not zamindári, but only ryotwári, rights, and consequently waste or unoccupied lands were at the sole disposal of Government. The other view alluded to was that of Shore :

"The ground in question belongs to the villagers. No individual has any right to take or claim possession without their leave."

Holt-Mackenzie, it appears, was Senior Member of the Board of Revenue for some time. It is interesting to note the vaguer tone of the private letter as compared with that of the official minute. It would seem that something that Wells had to say had shaken Thomason's belief in the official theory. Subsequent history has revealed that all doubts on the subject were far from being terminated. In 1845 there was another inquiry and the zamindári theory weighed down the scale.

"In 1845, when Government on full inquiry and consideration came to the opposite conclusion, viz., that subordinate proprietary rights existed in the Dún as elsewhere."

(Board of Revenue's letter No. 714, dated 2nd August 1871, forwarding Daniells' Settlement Report quoted, page 144, last Settlement Report, of 1886.)

It is interesting in this connection to quote two passages from Mr. Pauw's Settlement Report of Garhwál of 1890 :—

"Paragraph 35.—Under the native kings the proprietary right in land was vested in the Sovereign and inalienable. Mr. Traill writes: 'The paramount property in the soil here rests with the Sovereign. This right is not only theoretically acknowledged by the subject, but its practical existence is also deducible from the unrestricted power of alienation which the Sovereign always possessed in the land . . . . These tenures' (of the occupant zamindárs) 'were never indefeasible, and as they were derived from royal grants either traditional or existing, so they might be abrogated at the will of the Sovereign, even without allegation of default against the holder, and without reservation in his favour.'

Paragraph 37.—'Where the land granted,' says Mr. Traill, 'was already held in property by others, those occupant proprietors, if they continued on the estate, sank into tenants of the grantee, who, moreover, by the custom of the country, was permitted to take one-third of the estate into his own immediate cultivation or sít. Of the remainder of the estate, the right of cultivation rested with the original occupants, who were now termed khaekar- or occupants in distinction from thatwan or proprietor.'

6. *Thomason's inquiry and famous minute.*—To resume, Thomason, adopting the Holt-Mackenzie conclusion that the unoccupied lands were at the disposal of Government, drew up the general principles for the settlement and embodied them in his important minute (undated, but forwarded to Government with the Board's letter of the 24th December 1841. The minute is **exhibit 42**).

The principles set forth were briefly as follows :—

- (a) The villagers in British revenue-paying (khalisah) villages never possessed any title capable of transfer in unoccupied lands.
- (b) As leases have already been given by them, they should be confirmed; but rent for the future is to be paid to Government and not to the villagers.
- (c) In the case of sites already leased, the villagers may be paid by Government out of the rents a sum equal to that which they have been receiving, viz., two-thirds of the rental. But they are to receive this, not as rent, but as a compensation, voluntary on the part of Government, for their deprivation of the use of the ground as grazing land.

- (d) ~~All~~ unoccupied and still available sites will be in future disposed of by Government through its appointed agent. They will be sold by auction subject to a ground-rent. Both the auction price and ground rental may be made over to the community for purposes of local improvements. The villagers shall get nothing.
- (e) The Mahant of Dehra agrees to give to the community one-third of the ground-rents realized in his jágir to the community on the condition that they will guarantee to him the punctual payment of the remaining two-thirds.
- (f) The Rájá of Tehri will be asked to agree to the same terms and to consent to waive his jurisdiction over intra-settlement lands.
- (g) Residents within the cantonments at Landour should also be liable to municipal obligations.

7. *The Board's detailed orders.*—The second part, namely, the preparation of detailed instructions, was the work of the Saddar Board of Revenue. They were briefly as follows:—

- (a) Prepare a list of holdings.
- (b) Confirm all holdings which have been registered in the Superintendent's office and of which beneficial occupation has been taken.
- (c) Give grants for all the holdings confirmed and draw up a register of the grants.
- (d) Besides the sites already occupied by holdings, mark off in allotments sites available for building and include them in the settlement.
- (e) The settlement is to be confined to the holdings confirmed and those sites declared to be available for building. Consequently discard the natural boundaries and substitute an artificial boundary marked with pillars.
- (f) Request the Rájá to refrain from claiming jurisdiction over the sites so included in the settlement.
- (g) Settle and define the boundary of the cantonments.

Also settle and define the boundaries of intra-cantonment estates, but do not assess these latter to ground-rent. (*cf.* "Commissioner to Wells," dated 10th March 1842, **exhibit 55**, and "Commissioner to Wells," dated 23rd June 1842, **exhibit 72**).

8. *The Survey and Mapping by Brown (Captain).*—Part 3 of the settlement was carried out by Major Brown. He made a map of the newly-defined settlement and also plans of every individual holding. I know of three copies of this map. One is at the Municipal office of Mussoorie. Another is in the Superintendent's office. Both are in a deplorable condition. There is a third in a better, but by no means perfect, condition in the Great Trigonometrical Survey office in Dehra. There is probably one in the Calcutta Office of the Great Trigonometrical Survey. But there are no copies to spare. Some new copies should, therefore, be prepared from the best extant map. The Cantonment office should be provided with one. As to the plans, the originals are possessed by the Municipal office at Mussoorie and the Station Staff Office at Landour.

The latter office has several which should be kept in the former office, as they are of extra-cantonment estates.

9. *The Settlement by Wells.*—Part 4 was carried out with care and success by Mr. F. O. Wells. He did the work in about eight months while on leave, his permanent post being that of Accountant-General of the North-West Provinces.

His report (Wells to Commissioner, dated 7th October 1842, **exhibit 102**) is a complete one. The gist is as follows:—

The dominant feature of my settlement is liberality in favour of the proprietors of the grants.

The Raja and Mahant have agreed to the Board's proposals. I explain my action in certain special cases.

I have not determined the Cantonment property boundary, owing to difficulties raised by the Military authorities.

The absolute tenure of the grants should be qualified by Municipal bye-laws, as to springs, roads, cutting of timber, &c. My operations are not final, but await the sanction of Government. A register and alphabetical list of grants is submitted.

10. *The Board's recommendation and the sanction of Government.*—Part 5. The sanction was accorded by the Lieutenant-Governor on the recommendation of the Board. It is contained in a letter to the Board, dated 24th December 1842, **exhibit 108**. The Board's recommendation (dated 4th November 1842, **exhibit 107**) is of little importance, except for the fact that it accepts the form of the grant. The importance of the Government minute is that the grants enumerated in the alphabetical list are sanctioned. This being so, it is strange to meet with the absence of any copy of this sanction either in the Municipal office or in that of the Superintendent of the Dún, and the silence by reference or otherwise concerning this sanction which is maintained in the voluminous and continuous correspondence that has taken place since 1842. The Wells' correspondence has, indeed, twice been printed without the inclusion of this important record and, still more strange, without the expression of any surprise at it not being forthcoming. I obtained it and the alphabetical list of grants from the Board of Revenue's office with the assistance of Mr. Gillan, Secretary to the Board, who had the records searched for me and gave me considerable assistance.

11. *Results and omissions of the Wells' Settlement.*—I will now deal under different headings with certain unforeseen results and omissions.

It may be stated that these are of much more importance to us now than the positive and immediate results.

12. *The Settlement Boundary.*—It has been seen that the Board's directions were that the boundary should encircle only assigned sites and assignable sites. Wells so far disregarded this order as to include a belt of unoccupied lands round the assigned and assignable sites, such as were scarcely likely ever to find purchasers as building sites. Wells has not recorded his reasons for doing so. It is not hard, however, to imagine weighty ones. In the first place the expense of artificially demarcating all assignable sites might have been considerable. By leaving the belt within the settlement, he was able to advance the boundary up to the

natural boundaries afforded by ravines, &c., which would require but few pillars of demarcation. Secondly, had he not left such a belt, the station would have been starved of grass and fodder. His action may, therefore, be defended. At the same time the existence of such a belt produced much trouble in the future. The lands within it being removed from the centre of supervision, were naturally encroached on by the cultivators of the adjacent villagers. They were used by them not only for grazing purposes, which Wells had expressly authorized, pending their allotment for sites, but also for the unauthorized purpose of cultivation. This matter will, however, be subsequently considered under other headings. Nor were the extra-settlement villagers the only trespassers. The intra-settlement estate-holders, as time went on, in many cases extended their occupation through the belt up to the settlement boundary. This fact will also receive attention elsewhere.

13. *The conditions of the grants.*—From the specimen copy of a grant (**exhibit 105**) it will be seen that the terms of the grant do not mention explicitly any conditions. Wells' report shows the reason of this. He anticipated that the residents would be empowered by law to enforce bye-laws, limiting by public encumbrances or easements the absolute proprietary rights of the grantees. This was, indeed, the intention of Government. Dehra Dún was to be made a regulation district with the exception of Mussoorie, which was to remain a non-regulation area subject to a special law putting in force a system of self-government. (See paragraph 5 of a letter, dated 2nd November 1840. No. 3076, from the North-Western Provinces Government to the Government of India, **exhibit 22**). I may anticipate by saying that eventually an Act was drafted, apparently especially for Simla and Mussoorie. This was the Bengal Municipal Act No. X of 1842. I have only been able to get a manuscript copy of this, **exhibit 261**). It does not give the Committee any explicit power to prescribe rules making springs and roads public property, although its heading implies such a power. Bye-laws were passed by the Mussoorie Committee and sanctioned with some revision by Government (see **exhibits 260 and 262**). These it will be seen (*cf.* bye-law 22 of **exhibit 260**) by making public the roads to springs and securing the Committee the right to make new roads imply that the public right to springs already existed. They do not create it. Wells' anticipation, therefore, was not realized.

14. *Rights in streams and minerals.*—The question, therefore, arises whether Wells' omission to reserve a public right in streams, &c., as a condition of the grants has or has not secured to the grantees full proprietary rights over streams, minerals, &c. My answer to this is that the omission was not only not so fatal as this, but one of no consequence. For the use of the word "grant" *ipso facto* limited the transfer by reservation to Government of the rights in springs and minerals. To explain this it is necessary to state that the word has, and had ever before 1842, acquired a technical meaning in the Dún. In 1836 Colonel Young had made a settlement with the actual cultivators. The right of anyone except Government to land outside that actually included in the cultivators' holdings was not acknowledged. This left large tracts of unoccupied lands at the disposal of Government.



"Grants were first made in 1838 and 1840, when some 46,000 to 48,000 acres were given away to nine separate grants to 11 grantees."

(See page 99, last Settlement Report.) Grants were again made from time to time. The meaning of the term "grant" would from the instances appear to be the giving of land by Government on conditions for the payment of revenue other than the uniform ones demanded at each periodic regular settlement. It is perfectly clear, however, from a study of the history of the grants that the difference between the terms imposed on the tenure of a grant from those of the ordinary mohal or holding were accidental and superficial and not fundamental. The difference affected the amount of the revenue and the dates of the revision of assessment. It did not affect the invariable, and therefore implied reservation by Government to itself of the spontaneous products of the soil, such as streams and minerals, a reservation mentioned in most village *wajib-ul-arzes*. I have so far been unable to obtain a copy of the grant conditions of 1838 and 1840; but I have come across a paper in the file of Miscellaneous English correspondence of 1842, entitled—

"Extract of a letter from the Revenue Surveyor to the Superintendent, Debra Dún, dated 21st February 1839, on the occasion of submitting a plan of the grant called Arcadia as a specimen of the way the lands were returned."

This extract, although unsigned, appears to me to be in the handwriting of Captain W. Brown who made the survey both for the Revenue Settlement and Wells' Settlement. Paragraphs 4 and 5 run as follows:—

"Paragraph 4.—I now proceed to notice the points mentioned in the correspondence regarding the grants on which it is expected I should afford information.

Paragraph 5.—The grantees should be called upon to make the required roads through the grant, and Government reserve the right to the streams of water in case it should be found desirable to establish a system for its distribution. Likewise a right to make canals and roads through the lands as well as encamping grounds and public works."

This shows the intention of Government when giving the grants of 1838 and 1840.

In the grants again of 1845 the right of Government

"to all mineral products," and "the right of distribution of water for irrigation."

is expressly reserved in conditions 13 and 14 (see A. Ross' Settlement Report, 1852). Similar precise conditions were embodied in the grants of subsequent years. Now the Wells' Settlement of Mussoorie, although it dealt with non-agricultural lands, was from the very first conducted as if it were an ordinary revenue settlement. This is clear from the use of the word *settlement* and other revenue terms. All orders and directions were given through the Board of Revenue. In the absence, therefore, of evidence to the contrary it must be presumed that the term "*grant*" was used in its established revenue connotation. It meant the lease of full rights over the lands in question, subject always to the reservation by Government of its inherent right to use the streams and appropriate minerals. I therefore hold that the use of the word "*grant*" *ipso facto* avoided the necessity of any conditions in the body of the grant. I would observe that the embodiment of such conditions in later grants in the Dún cannot legitimately be used as an argument to prove on the principle of '*exceptio probat legem*' that no such reservation

was intended in the Wells' Settlement grants. For this was due to nothing more than the greater perfection in accuracy and completeness of the documents of a more formal period in Indian administration.

Let us suppose, however, that the mere use of the term "grant" was not sufficient to imply this reservation. It can nevertheless be shown that the reservation was one of the implied terms of the contract between Government and the grantees. For Government in Wells' Settlement merely confirmed and "took over," as it were, the transfers by the zamindárs which had already taken place in favour of the grantees. Now it is an established fact and one noted in the village record-of-rights (*wajib-ul-arz*) that both revenue-paying zamindárs and also the Mahant held their lands subject to this reservation. They could not transfer more than they possessed themselves, and therefore the transfers confirmed by Wells were necessarily subject to the reservation. The language of the Board's directions (see paragraph 7 of **exhibit 40**) is

"All holdings which have been duly registered in the Superintendent's office shall be declared capable of confirmation."

As to the transfers made by the zamindárs of Tehri, they were even more limited. They were only entitled to transfer the rights they possessed in their lands as tenants-at-will. For the Tehri Ráj would appear always to have reserved to itself all proprietary rights in the soil. The reservation, then of the Government's, and therefore of the Committee's, inherent right to streams and minerals was an implied condition of the Wells' Settlement.

It is also clear that not only was it the intention of Government in giving these grants to make this reservation, but that this was universally understood. We find, for instance, Captain McKie, in his letter of 27th July 1842 (**exhibit 176**), writing to Wells :

"I have stated my lease was registered at Doyrah giving me exclusive possession of the land. The public right of access to the stream is of course perfectly understood by me, but beyond this I am the sole proprietor."

Again, we find the Committee in their draft bye-laws, passed at a meeting in 1840, securing by bye-law the right to the Committee to make roads to streams, thereby implying that the right to the streams was admittedly public. This was among the bye-laws sanctioned by Government on the 28th July 1843 (see **exhibits 260, 262, 263**).

In conclusion it may be added that the grantees would seem in any case to be estopped from now denying the right of the Government and through it of the Municipality to streams in Mussoorie. When Wells gave the grants it must have been known to the grantees that they were made on the understanding that the right to streams was to be reserved to the Committee. The fact was noted in his report. His reported proceedings were sanctioned as a whole. No grantee appears to have ever objected to the reservation. Nor, again, does any protest appear to have been made when the bye-laws were drafted or when they were sanctioned. I am of the opinion, therefore, that the Wells' Settlement did not secure to the grantees exclusive rights in streams. It would also appear that minerals were reserved to Government.

As I shall not again allude to the stream question in Mussoorie, it must be noted that there is the further question left unconsidered by me as to the effect of subsequent legislation, such as the Canal Drainage

Act, &c., on the right to streams in Mussoorie. It would appear that they are all tributaries either of the Jamna or Ganges.

15. The character of the agreement with the Rája of Tehri.—

In considering this it is necessary to premise—

- (1) that there was never any formal and signed article of agreement.

This is clear from Wells' reference to the agreement in his final report: "I may here state that the Rája and the Mahant have readily acceded to the proposition to take one-third of the assessment for local purposes, the agent collecting the other two-thirds and making it over to these parties respectively."

It is also clear from the Board's comment on this in their letter to Government recommending that the settlement should be sanctioned.

Handwritten notes in the left margin: "The Rája of Tehri... agreement with the Board... through the...".

"The Rája of Garhwál has agreed to waive his claims of jurisdiction and sovereignty on receiving the rents which are his due."

Had there been any formal article of agreement it must have been sent with the final report or at least alluded to. Moreover, the Board's directions do not seem ever to have contemplated any formal agreement.

All they say is

"This (i.e. the survey and demarcation of boundaries) will much facilitate the negotiation with the Garhwál Rája, who will thus be requested to refrain from claiming jurisdiction only over land which would be worthless, except for the purposes of such settlement."

I may also state that this conclusion has been confirmed by the fact that never from 1842 up to now has any formal agreement been quoted or alleged, although matters have arisen from time to time which have made the terms of the agreement of vital consequence.

The corollary of the above premise is that the terms of the agreement must be reconstructed from the facts, probabilities, and records of the time.

- (2) that the terms of the agreement were dictated by Wells and by the Board and accepted without demur by the Rája. That this was so can be deduced from two facts. Firstly, the occupation of the throne of Tehri by the Rája was entirely due to the clemency of the British Government. The Rája might therefore be expected to meet more than half way the wishes of the Government in a small matter like this. Secondly, the difficulty which the Rája had experienced in realizing any rent whatever from the Mussoorie settlers must have rendered any proposal whereby he was to be guaranteed a punctual payment welcome to him.

The importance of this premise is that it follows that any terms drawn up by Wells under the Board's directions may safely be considered to have been the terms of the agreement, even though no signature of the Rája is attached to them.

Now, among the vernacular papers and *rodkárs* issued by Wells, I have discovered the draft of a letter which he sent to the Rája of Tehri giving the proposed terms of the agreement and asking the Rája to signify his willingness to make over one-third of the rental assessed on occupied sites to the British Government and all the waste land on the

condition that the British Government guaranteed him the other two-thirds of the rental assessed on occupied sites and a rental of two-thirds of an anna per bigha on unoccupied sites as soon as they were applied for and taken up. This draft letter, **exhibit 127**, is a most important discovery. It is undated, but was probably sent very soon after the 19th September, which date is mentioned in it as that up to which arrears of rent had been paid. No reply to it is to be found in the office at Dehra, but I think it very likely that if the Rájá sent a reply it was sent to be kept in the Political Department of the Government of India. That the Rájá agreed to its terms is clear from Wells' final report. Moreover, the terms mentioned in it agree with every other allusion to the terms of the agreement in the Wells' correspondence. Indeed, Mr. Winter, a former Superintendent of the Dúá, was able to reconstruct the very terms mentioned in this draft letter from the other allusions to the agreement (*cf.* his report on the Tehri unoccupied lands, dated the 9th July 1894, **exhibit 283**). This draft letter recites every count of the agreement except one, namely, the method of disposal or division of the auction-sale proceeds of the lands subsequently taken up. This deficiency is, however, supplied as Mr. Winter pointed out by a *robkár* of Wells', dated 4th September 1842 (**exhibit 125**), which provided that such auction-sale proceeds, like the annual rent reserved should go two-thirds to the Rájá and one-third to the Government. The draft letter by acknowledging the Government's liability to pay compensation for any land used by Cantonments which had not been acquired by the 1830 agreement, and stating that the matter had been referred to Government, implied that in future also whenever land should be used for State or public purposes, and so not put on the market, compensation would have to be given the Rájá for his loss of a possible auction sale price and annual rental. In 1894, when the Government wished to use some of the unoccupied Tehri lands for a Municipal reserved forest, this implied term of the agreement was explicitly acknowledged by an assessment being agreed upon.

16. *Materials for reconstructing the agreement.*—Our materials, then, for constructing in the light of the considerations mentioned above the precise tenor of the agreement between the Rájá and the British Government are as follows:—

(1) The remark in paragraph 11 of Thomason's minute (**exhibit 42**),

“The settlement of Mussoorie, besides the Khaliseh land, includes also much land in the jaghir of Sarup Dass Mahant, and in the jurisdiction of the Rájá of Gurbwál, the former of which yields a ground rent of about 216 rupees and the latter of 226 rupees. The rents, however, are very irregularly collected, and it has been ascertained that the Mahant would readily give one-third of the ground rent on the occupied and waste land to the community on receiving their guarantee for the punctual payment of the remaining two-thirds. The Political Agent has no doubt also that the Rájá of Gurbwál would accede to similar terms as regards his portion of the settlement and would consent to waive all terms of jurisdiction over it.”

(2) The Board's directions, dated 4th February 1842, (**exhibit 40**), paragraph 14,

“The survey will enable you to determine a very precise boundary, and the erection of boundary pillars to the Settlement, as at Simla, will render the artificial as complete as any natural boundary would be. This will much facilitate the negotiation with the Gurbwál Rájá, who will thus be required to refrain from claiming jurisdiction only over land which would be

worthless, except for the purposes of such a settlement. As soon as the demarcation of boundary and survey of the Gurbwál Rája's portion of the settlement is completed, you will make the requisite communication to the Political Agent at Dehra."

(3) Wells' letter undated, but issued about the 19th September 1842, to the Rája (**exhibit 127**). This should be read at length.

(4) Wells' *robkar*, dated 4th September 1842 (**exhibit 125**), re settlement of unoccupied land of Jabbarbhet, measuring 14,280 bighas :

"As this unoccupied land is fit for being included in the Government boundary, therefore it is taken within the boundary of Mussourie. It will be under the management of the Committee and will be disposed of to an applicant by auction sale. Of the sale proceeds Government will receive one-third and the Rája two-thirds. The villagers of neither territory will be stopped from grazing their cattle and collecting fuel as long as it is not occupied."

(5) Wells' remarks in his final report of the 7th October 1842 (**exhibit 102**) :

"In cases where the excess land

(*i.e.* over and above that duly acquired by transfer).

lay within the territory of the Rája or the jagoor of the Mahant, the orders of the Board even have no effect, and in these cases I have given the Rája and Mahant a fair compensation for the excess, taking the rest

(*i.e.* the rental on the whole estate both intra-British lands nucleus and extra-British lands excess)

for the Committee. This and all my proceedings have hitherto met with the concurrence of these parties.

I may here state that the Rája and Mahant have readily acceded to the proposition to take one-third of the assessment for local expenditure, the agent

(*i.e.* the Government Agent, or 'Political Agent' as shown by a previous mention of the Agent)

collecting the other two-thirds and making it over to these parties respectively.

The Rája also consents to the proposition that all the land within the boundary of the settlement shall be considered as British possessions; he of course forfeiting no right to the rent, and being allowed at the rate of an anna a bigha in future leases, giving up one-third of the rent to the community for all land not now occupied by anyone. This seems an equitable and fair arrangement; in the meantime the right of pasturage and cutting fodder or wood should be common to all."

(6) The Board's remark in paragraph 16 of their letter, dated 4th November 1842, **exhibit 107**, recommending Government to sanction Wells' Settlement :

"The Rája of Gurbwál has agreed to waive his claims of jurisdiction and sovereignty on receiving the rents which are his due."

The agreement would then appear to me on these materials to have been substantially as follows :—

17. *The actual terms of the agreement.*—Whereas the lands hitherto outside British territory, but then assigned by the settlement of 1842 to the sanatorium of Mussourie were not only within the jurisdiction and under the sovereignty of the Rája of Tehri, but also in addition the property (all lands in Tehri being crown property) of the Rája, he agreed to transfer to the British Government the jurisdiction and sovereignty over such lands, so that they should be British territory, and also the absolute management and user, so to speak, of them (limited only by the proviso mentioned hereafter) on the following condition and for a period as long as the condition should be fulfilled by the British Government.

The condition was that the British Government should pay punctually free from any deductions for expense of collecting or managing, &c., to the Rájá the following moneys :—

- (a) Two-thirds of the actual yearly rents recorded by the settlement Officer, Mr. Wells, as due from occupied sites.
- (b) Two-thirds of the proceeds from auctioning the unoccupied lands when applied for.
- (c) Two-thirds of the annual rents at the rate of one anna a bigha reserved, when auctioned, on such unoccupied lands.
- (d) Such compensation as might subsequently be settled by mutual agreement as due for the lands in use or at once required by the British Government as cantonments which were not included in the area for which the British Government was already paying rent under the agreement of 1830.
- (e) Such compensation as might be settled by mutual agreement between the Rájá and the Government for any unoccupied land which the British Government might subsequently assign out of the Tehri lands to cantonments or might require for any other purpose, thereby preventing private persons paying an auction price and ground rent for it :

Provided that the Rájá's villagers should be allowed in common with the British subjects at Mussourie to use the unoccupied lands for grazing or fuel-collecting purposes, so long as they might continue to be unoccupied.

18. *Prevalent misconceptions with regard to the agreement.*—The terms of the agreement thus clearly stated dispose of two opposite but equally erroneous views that have been expressed from time to time regarding the Rájá's present status. One is that from 1842 the lands became the property of the British Government for all time, that the Rájá ceased to own them in any way or to be entitled to do more than claim monetary payment as due to him from the British Government. The other is that the Rájá still continues the owner of the lands and that they are still part of Tehri territory. (Cf. Williams' memoir of the Dún, page, 183 :

"Compensation was accordingly fixed for the land appropriated on the northern slope of the hills, and not only does the Mussorie Municipality pay rent to the Teece Rájá for land in the occupation of private individuals, but Government also pays him rent for a part of the Landour Depot, so that our tenure of what is generally considered an integral portion of Dehra Dún district is at best that of mere tenants with rights of occupancy").

This view quite ignores the provisions of the agreement. An intermediate view is the last recorded one of the Government of these Provinces :

"In regard to the land within the settlement boundary, but outside the municipal limits, I am to say that the Rájá of Teece would appear to be in the position of an ordinary proprietor with no exceptional rights."

(See letter 2833/XI—260A, from the Secretary to Government, North-Western Provinces, to the Conservator of Forests, School Circle). In my opinion this last view would have been correct if after "proprietor" had been added the words "who has farmed out his estate practically in perpetuity."

The true state of the case is that although the Rájá is, as it were, the dormant owner (for conditional re-entry is reserved) and although the

lands are under the agreement capable of being resumed as part of Tehri in the event of the British Government failing to fulfil the condition, yet so long as they are not so resumed the lands are both British territory and also the property of the British Government, subject only to certain annual or accidental charges. It is also to be observed that the agreement is a political one, a treaty in fact, and not cognizable by any but an international court. It cannot be construed or enforced by a British court. Any subsequent agreements also adding to this agreement, such as was the one in 1894 fixing the compensation payable by Government for the Tehri unoccupied lands wanted for the Municipal reserved forest, are equally international ones. The deliberation, therefore, which took place in 1894 as to the effect of the agreement of that year under the law of British India and as to the necessity of joining the Secretary of State with the Municipality as parties appears to me to have been based on a misconception. This 1894 agreement should only have been between the Rájá and the political representative of the Government of India.

19. *The agreement of 1842 between the Mahant and the Government.*—If we expunge that part of the agreement with the Rájá dealing with the transfer of jurisdiction and sovereignty, it will equally represent the agreement with the Mahant.

Only the Mahant being a British subject and the lands in question being at the time British territory, the agreement and any subsequent one between the Mahant and the Indian Government are cognizable by British courts and in all ways subject to the law of British India.

The agreement in fact was that of a grantee or *muáfidár* of the Government relinquishing to Government certain of the lands granted revenue-free to him on the condition that Government continued to pay him certain sums in compensation as they became due.

20. *The disposal of unoccupied sites.*—The Board's orders to Commissioner with regard to this matter is contained in paragraph 11 of its letter of 4th February 1842 (**exhibit 40**). They were as follows:—

"Unoccupied lands will be divided into suitable allotments and each lot assessed at two annas the superficial bigha, or such other rate as the Special Commissioner may consider suitable. Such lots will be put up to auction and sold to the highest bidder, subject to the payment of the stipulated ground rent as application may from time to time be made for them."

The meaning of this would appear to have been that Wells should enter each such lot in his register with the amount of ground rent which would be required from anyone to whom it might be subsequently disposed. Wells, however, although entering the lots in his register, did not record the rate per bigha of ground rent which was to be demanded. Accordingly he left nothing settled as to the rate of ground rent to be required by his successors in the duty of disposing of such lands. As a matter of fact, when, in 1852, two new grants were made, the rate demanded by the Superintendent was that recommended by the Board, namely two annas a bigha. Another oversight, one rather of the Board than of Wells, was the omission to provide for a portion only of one of Wells' "lots," should such only be required, being applied for by anyone. Strictly speaking on the above quoted orders of the Board any such application should have been refused. The principle was adopted, however, without indeed asking the Board's permission in 1853 of

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disposing of as much of a lot as an applicant wished for. (See Supplement to Commissioner, dated 26th June 1852, **exhibit 277**).

It will be noted that these orders of the Board could not be held to apply to the Rájs's and the Mahant's lands. Wells seems to have agreed with them that one anna a bigha was to be the rate of ground rent assessed on unoccupied sites in their lands. (See final report, **exhibit 102**).



## CHAPTER III.

### Subsequent Disregard of Wells' Settlement.

Instances of subsequent disregard of the provisions of Wells' Settlement:—

(1) As early as 1845 the Superintendent of the Dún, Mr. Vansittart, when dealing with the question of the extension of cantonments, declared that certain lands, in particular a spur adjacent to the mule-sheds (see map 2), were public property, and might therefore be taken by the Military authorities free of price or ground rent. (See paragraph 9 of my article on the cantonments.) Now this land was a portion of Chamasári. His action was therefore opposed to the provision that such lands should be auctioned and a ground rent of one anna a bigha assessed on it, two-thirds of the sums thus realized going to the Mahant.

(2) In the same year a certain General Wilkinson desired to get a lease of some land within the settlement in the village of Chajouli which, although situated in the Tehri territory, belonged to the Mahant, as it was one of the Tehri villages which the Mahant held as a grant from the Garhwál Ráj. The Secretary of the Municipality, instead of dealing with his application according to the provision and putting it up for auction on a ground rental of one anna a bigha, referred the applicant to the Mahant. Accordingly General Wilkinson got a lease in perpetuity of the land direct from the Mahant on an annual payment of Rs. 25, and the lease was registered in the office of the Board. Furthermore, in the year 1851 Rs. 25 on account of the annual rent of the land in question were paid through the Secretary of the Board to the Mahant without deducting the Board's share of one-third. In 1853 the Commissioner pointed out these irregularities, but no steps were ever taken by the Board to correct the anomaly. In 1861 a Mr. Hobson bought the land from General Wilkinson, and in 1881 the Empress Bank bought it from Mr. Hobson. It finally was bought by Messrs. Mackinnon. From them the Board purchased a small portion for the Bhilaru shoot. Another portion of it was purchased by Captain Murray. This latter portion, I believe, contains springs which may be required for the proposed water scheme. The effect of all this was to create an anomalous tenure quite inconsistent with the provisions of the Wells' Settlement.

(3) It would appear from the increase in the amount paid to the zamindárs of Kiarkuli at the present day as compared with that declared due by Wells that in some instances the Board have given the zamindárs a share of the ground rental assessed on unoccupied lands within British non-Mahant (Khaliseh) territory assigned subsequently to the Wells' Settlement, whereas it was distinctly laid down then that the zamindárs had no right to any such share. (See paragraph 10 of Thomason's minute, **exhibit 42**).

(4) Government itself fell into precisely the same error as early as 1869. For we find the following notification being issued by Government:—

Government Notification No. 1962, dated 7th October 1869.  
No. 1962A.

The Hon'ble the Lieutenant-Governor is pleased, under section 22 of Act VI of 1868 (the Municipal Improvements North-Western Provinces Act), to place the following sources of income at the disposal of the Municipal Committee of Mussourie:—

One-third of the ground-rent within the limits of the settlement as already assessed by Government, as well as one-third of any ground rent hereafter to be assessed on lands called unoccupied lands within the same limits.

This notification ignored the fact that the Municipality had been assigned the whole of the ground rent assessed on unoccupied British (as opposed to Tehri or Mahant's) lands assigned subsequently to the Wells' Settlement.

Again we find the mistake repeated in a letter from the Senior Member of the Board to the Commissioner, No. 880/IV—A-266 (Tehri unoccupied lands file of the Mussourie Municipal Board) after a personal visit to Mussourie:

“As to the claim of the villagers to the use of the waste land as long as it is unoccupied for grass and fuel for their own use this seems to be undeniable. When the land is taken up for building they receive two-thirds of the rent as compensation for the loss of their rights, and therefore it seems clear that until the land is so taken up they retain it.”

The last instance of the mistake is a notification of last year, *i.e.* G. O. No. 379/XI—850C., dated 16th February 1903 (Municipal Department) to the Commissioner of the Meerut Division, where with regard to some land originally forming part of a site set apart by Wells for a bázár (the Jharipani) which the Municipal Board propose leasing to the Crown Brewery Company, it is stated:

“The Board will enjoy the usual proportion of the lease proceeds.”

The Board are as a matter of fact entitled to the whole lease proceeds. It may be remarked that except in the case of such bázár sites the question is little likely to re-occur as the villagers by the action of the Settlement Officer in 1866 have become absolute zamindárs of all unoccupied lands except such sites.

(5) In another place, under the heading of “the Mussourie unoccupied lands” I have dealt with the most notable and important instance of disregard by Government of the Wells' Settlement provisions, namely, the action taken by Mr. Daniell, the Settlement Officer in 1866, who made a revenue settlement with the villagers for intra-municipal unoccupied lands, notwithstanding that by Wells' Settlement these had already been placed by Government at the disposal of the Committee.

## CHAPTER IV.

### Landour Cantonments.

1. The term "*cantonments*" appears to have been used up to 1864, when the first Cantonment Act was passed, merely to signify a station of defined limit occupied by the permanent quarters of troops.

Since that date the term has been, as a general rule, confined in practice to a station to which the provisions of the Act of 1864 or any of the subsequent Cantonment Acts have been extended.

It must therefore be borne in mind in the course of this report that it was in the former sense that Landour was a cantonment from 1850, when Government first defined its limits, up to 1867, and in the latter sense from 1867, when the provisions or some of them of Act XXII of 1864 were applied to Landour. (See the notifications dated 16th January, 24th April, and 19th June 1867, **exhibits 235** and **235(a)** and **(b)**).

I have considered it necessary to append copies of these notifications, as there is a general, but erroneous, impression that Landour has never in any way been notified a cantonment, and is not therefore a cantonment in the current sense of the word. It is true that under section 4 of Act XIII of 1889 Landour has not been declared "a cantonment for the purposes of this Act," but under section 2(2) the above-mentioned notifications made under Act XXII of 1864 have the same authority as if published under the current Act. The failure to declare Landour a cantonment under Act XII of 1889 would appear to be due to the existence of certain undetermined questions of law and fact affecting the limits to be assigned to the cantonments for the application of the Act, which questions I shall endeavour to elucidate in the following pages.

2. *Pre-cantonment history of Landour.*—A resolution of Government, dated 17th November 1815, ordered the annexation of Dehra Dún (a term then including also the area now known as Garhwál) to the district of Saháranpur. (See page 140, Williams' Memoir of Dehra Dún.)

This Dehra Dún was formally ceded by the Rájá of Nepal in article V of the treaty which he signed on the 4th March 1816. (See page 167 of the 2nd volume of Aitcheson's Treaties, 1876 edition). On the 4th March 1820, however, the "Ráj of Garhwál" was restored to the Rájá of Garhwál by *sanad* (warrant). (See page 29, No. XIV, 2nd volume of Aitcheson's Treaties, 1876 edition.) This is the important notification in connection with our subject. It excepts from Garhwál "the Deyrah Dhoon," but the boundaries of the latter were not defined and never apparently have been defined in any subsequent notification.

As Williams states in his memoir,

"The question was first discussed at the period of the establishment of the Convalescent Depot at Landour in the year 1827 (24th December) in the course of inquiries concerning encroachments made by certain English gentlemen upon the lands of the Kyarkoolce and other villages. It appear-

from the correspondence on the subject that the acknowledged boundary between the two estates was the great dividing the south-western from the north-eastern watershed of the lower Himalayan range."

(Cf. Wells' letter to the Commissioner dated 20th May 1842, **exhibit 66**. "The division of the boundaries of the Rájá and the Government appears to be the ridge or Panee Dhal: if water found in the ground runs north the land belongs to the Rájá, if south to the Government").

When we speak, however, of the south side of the ridge of Landour being in British territory and belonging to Government, it must be remembered that all this south side was originally within a village called Chamasári, which was one of several villages held by the Mahant of Dehra as a rent-free grant under the pre-conquest rulers of Tehri and confirmed as a revenue-free grant by the British Government in 1815 by *rokkár*, dated 14th November 1815, see **exhibit 2**.

This "grant" or *jágr* is marked red in my map (**exhibit** map 2). It will thus be seen that Government had no land at its disposal to devote to cantonments, but was compelled to acquire all it wanted at Landour either from the Rájá or the Mahant.

3. *The origin of the Landour cantonments*—or more correctly of the occupation of Landour by the Military Department—is not very completely described in the correspondence of the Superintendent's office at Dehra. Our authorities are the passage of Williams' memoir quoted above read with Shore's letters to Captain R. McMullen, dated 24th March 1828 (**exhibit 4**), and to the Adjutant-General, dated 4th August 1828 (**exhibit 8**); an application for a building site made by Lieutenant H. Tuckett to Lieutenant-Colonel Parker, Commanding Landour Dépôt, dated May 7th, 1829 (**exhibit 149**); and a letter, dated 3rd January 1866 (**exhibit 222**), from the Quartermaster-General of the Army to the Secretary to Government, North-Western Provinces, in the Public Works Department which contains the following passage:

"I have the honor to inform you that a reference to the records in the office of the late Military Board shows that in December 1827 the buildings at Landour were just ordered to be commenced."

It is clear from the above sources of information that the Pioneers under Captain R. McMullen came in December of the year 1827 to prepare quarters for "the Invalid Establishment"; that the invalids went up the hill at the beginning of April 1829; and that the formation of the military station was due to a combination of military labour and private enterprise, the latter being exercised under the control and with the permission of the Commanding Officer.

4. *First acquisition of land for the Landour cantonments.*—I will give in order of date the documents throwing light on this subject, copies of which will be given in the appendix.

The first document is **exhibit 8**, a letter from the Hon'ble Shore, Assistant Commissioner of Dehra, to the Adjutant-General, dated 4th August 1828. This letter contains much that is relevant, and in particular paragraph 5, which runs as follows:

"The spot selected by Captain McMullen for the convalescent station did not in any way interfere with either *goth* or grazing ground, or at least in a very trifling degree with the latter, so that I did not think it necessary to recommend to Government the making any compensation to the villagers."

A year later, however, either because in the meantime more valuable ground had been utilized at Landour, or for some other unexplained reason, his successor, Colonel Young, writes to the Commissioner in a letter, dated August 13th, 1829, **exhibit 3(a)**, recommending rent being paid as follows:

"There still  
(i.e. after dealing with land occupied by individuals in their private capacity)

remain grounds occupied by public bungalows, Commissariat cattle, and Pioneers' Lines at Landour, Kumaonteree (or Kumainthi perhaps now Castle Hill) and Landour for which no rent has been fixed, the measure of which is as follows:

Pargana Jaunpur pacca bigla	...	...	120	7	7½
Mahant Sarup Das at Landour	...	...	24	2	7½
Zamfudárs of Kearkolee	...	...	3	0	0

This proposal is alluded to in the old Hindi register, from which **exhibit 14** is the extract translated. The Government sanctioned the remuneration in a letter dated 15th September 1829 (**exhibit 46**).

The actual agreement with the Rájá and the Mahant is not preserved in this office, but Wells apparently saw it in 1842. For in his letter to the Commissioner, dated 26th May 1842, (**exhibit 70**), he writes:

"On reference to the records sent me from Dehra I find . . . . . this settlement is dated the 9th October 1829 and appears to have received the sanction of Government."

We are also enabled to judge roughly of the position of the site thus acquired by Government from Colonel Young's sketch, map 1, read with his letter to the Military Secretary to Government, dated 21st October 1830 (**exhibit 142**): "The inner red line shows the quantity of ground taken in by Colonel Parker, as measured by me." This refers to the site of this first acquisition. In map 1 I have given the sketch as it has come down to us, and in map 1(a) I have put in the red, blue, and yellow lines as they must have been marked in accordance with Young's letter. X X X is shown as the original area in the sketch coloured by me.

Such is our knowledge of the first formal acquisition.

5. *The second acquisition.*—The first acquisition just described is not of great importance, as it was superseded the following year by a second and final lease. This is of great importance as it is the sole title-deed that Government possesses for the cantonment lands at Landour. I shall therefore set forth at length all that bears on the subject. Our information is very complete. It would appear that Wells' want of success in 1842 in settling the Landour cantonment boundary was partly due to his not having consulted all the relevant documents. As it may appear remarkable that in the year 1904 more materials for judging of a transaction which took place in 1830 should be available than in 1842, I would digress to explain how this can happen. Wells' letter to the Commissioner, dated 26th May 1842 (**exhibit 70**), which contains the words.

"On reference to the records sent me from Dehra I find, &c."  
shows that he did not himself search the Dehra records, but had them sent to him. It must therefore have been impossible for him to be certain that he had obtained all the documents containing indirectly

relevant information on the subject. For instance, had he seen my exhibits 144 and 151, he could not have said as he does in his letter to the Commissioner of the 26th May 1842 (exhibit 70):

"This settlement, dated 9th October 1829, appears to have received the sanction of Government;"

and again:

"This also

(i.e. the second agreement of September 1830)

I gather received the sanction of Government."

He must have known that they did. Moreover, apart from his not having before him all the relevant documents, it is evident from his correspondence with the Commissioner (see exhibits 79 and 102) that Wells' usually clear and sound judgment was warped by the irritation he felt on the subject of the cantonment boundary and the conflicting claims of justice and expediency (cf. also the letter from the Government, North-Western Provinces, to the Quartermaster-General, dated 19th October 1844:

"Mr. Wells seems to have vacillated between justice and expediency").

The above considerations explain Wells' lack of clearness and reliability in settling what was the real cantonment boundary.

To resume, our chief information concerning this second and important agreement for the acquisition of cantonment land is what we will call "The Landour Settlement Correspondence of 1830" (exhibits 139 to 151).

The facts which we gather from this are as follows:—

The Commander-in-Chief moved Government to

"have the limits of the depôt at Landour defined, with the view of securing under the sanction of authority all the ground that may be available for public purposes."

Government directed Colonel Young, Superintendent of Dehra, to co-operate with the officer commanding the depôt "in determining and defining the limits of the military station at Landour and further instructed him to";

"submit for the information of Government a sketch exhibiting the extent and boundary of station as fixed by him."

Colonel Young duly obeyed these instructions and submitted a sketch, of which a copy is preserved. Map 1 is a copy of this sketch. The sketch, though very rough and out of proportion, is valuable evidence. From Young's letter, dated 21st October 1830 (exhibit 142), it appears that the original was coloured. The copy preserved is not. I have therefore attached a copy [map 1(a)] of this copy coloured as, to judge from Young's letter (exhibit 142), the original was coloured.

In submitting his proposed boundary, Young was confronted with a difficulty. He found that two estates, for renting which the proprietors had made private arrangements with the zamindárs of Tehri, were the one wholly, the other partially within the newly-determined boundaries. Government settled the matter somewhat arbitrarily by substituting itself as lessee of the Rája in the room of the two private lessees. [See letter from the Secretary to Government in the Military Department, dated 3rd December 1830 (exhibit 145).]

This letter also amounted to sanction of the whole arrangement proposed. Colonel Young acted on the sanction by substituting for the

first agreement a new one with the Rája and the Mahant, whereby, for the enhanced area amounting in all to 700 pucca bighas of Tehri and 300 of Chamasari, the sum of Rs. 70 and Rs. 42 were to be paid annually to the Rája and the Mahant respectively. This sum has been paid ever since through the Superintendent's office at Dehra Dún. Even, when by Wells' Settlement the Mussourie Committee collected and paid the ground rents due on intra-settlement lands, these particular items continued to be paid by the Superintendent's office at Dehra. It will be noted that an endorsement on the sketch shows the Mahant's rental as Rs. 30. This proposed sum was, however, evidently increased to Rs. 42 when the actual agreement alluded to by Wells was made. (See Wells' letter to the Commissioner, dated 26th May 1842, exhibit 70). Rupees 42 is the sum that has always been paid, as may be seen from the extract from the current book of payments (see exhibit 237). Although in this point, i.e. as to the amount of the ground rental, the information afforded us by the sketch has been thus supplemented, still as regards the area thus acquired, it is our only record, and, as may be seen from Wells' letter just quoted, was the only record extant in his time. Much light is, however, thrown on the sketch by Young's letters and also by Wells' record of the information which he got from Young apparently orally. (See the last paragraph of his letter of the 6th August to the Commissioner, exhibit 84).

We will therefore attempt to show the area intended by the sketch as it would appear in the first place on Brown's map of 1842, and again on the latest map of Mussourie.

Looking at the two maps 1 and 2, we will begin on the west. We find from Young's letter to the Military Secretary, dated 21st October 1830, that Lieutenant Tuckett's estate is half in and half out of the proposed cantonments. We know from the Wells' register in the Cantonment office at Landour that Strawberry Hill (or Bank) was built by Lieutenant Tuckett in 1830. From this fact, therefore, and from the position it is certain that the Strawberry Hill of Brown's map is the yellow circle indicating Lieutenant Tuckett's estate of Young's sketch. The extra cantonment portion of Tuckett's estate is now 'the Firs.' Mackay's house cannot be identified by any of the correspondence or registers, but from its position in the sketch close to Strawberry Bank it was probably that indicated as Wolfsburne or Slateville (or both) in Brown's map.

The estate to the extreme west on the sketch is from its position obviously Childers' Lodge which Wells' register shows to have existed since 1829, and which throughout the cantonment correspondence of the various years was always admitted to have been outside the cantonment area from the beginning. The house to the east of the sketch marked Ewer is known to have been Elcot, both from its position and also from Wells' register, which shows that Ewer built it in 1829.

The point at the angle on the south-west is the spring in the Landour bázár where now a hydrant (*bauri*) is attached. That this is so is clear from Wells' letter to the Commissioner, dated 6th August (exhibit 84):

"In the present boundary of cantonments I have been guided by the advice and knowledge of Colonel Young, who pointed out to me what was the original boundary, viz. on the south side a line from the spring to the south of bázár to the hospital."

Again, in his letter to the Commissioner, dated 13th August 1842 (**exhibit 92**), he writes :

"If the Commander-in-Chief is disinclined to allow any alteration of the boundary of cantonments, I suppose we must try and draw a line from the hill in the bázár to the hospital, which will be a work of no small difficulty, and leave a great portion of the bázár out of cantonments."

The hill in the bázár is of course what is now known as "the Castle Hill" from which the spring in question descends. Again, in 1844, the Superintendent of the Dún writes :

"The first line of boundary was an arbitrary one drawn from the Landour spring"

(letter to Commissioner, dated 15th June 1844, **exhibit 191**). The angle shown on the south-east of the boundary line in the sketch is not intentional. It must be due to the fact that the sketch, which was begun at the top became so out of all proportion on the lower side as to make it impossible, to draw a straight line from the spring to Elcot without bisecting the area intended to be enclosed. Anyway, we know from the passages above quoted and from the 1840 correspondence (see in particular **exhibits 153** and **154**) that the southern boundary was a straight line from the spring to Elcot. Moreover, had any intermediate point been taken between the spring and Elcot, it must have been a notable feature and must have at least once been mentioned in the correspondence. It will be noted in the sketch that the boundary point by Elcot is the point on the ridge where the Elcot boundary bisects that ridge. This has always been and is now the point at the extreme eastern angle of the cantonment boundary. Moreover, the consideration that in 1830 there was no other road or natural feature cutting the Elcot estate boundary, except the ridge, makes it certain that this eastern point was that point of the Elcot estate boundary which bisected the ridge and not any other. This location agrees with the Superintendent's description in the letter of 15th June 1844 quoted above (**exhibit 191**).

"The first line of boundary was an arbitrary one drawn from the spring right across to the point beyond which Mr. Bacon's house of Elcot stands."

The double line at the top of the sketch may have been meant by Young to mean the Upper Circular road which was probably being built in 1830. Anyway, Wells, who had the advantage of consulting Young, took the northern boundary to be this. For in his final report of the 7th October (**exhibit 102**) he says :

"If the old boundary is maintained the estate on the north side of Landour below the Circular road will come under assessment, as will as No. 68 or Strawberry Bank. The estates below the road are Nos. 73, 87, 90, 98, 99, and 110."

(It is to be noted that here Wells gives the survey number and not the grant number in the register. The estates are 68, Strawberry Hill; 73, North and West End Cottage; 87, Glenagoigh; 90, Short Cottage; 99, the Garden and Orchard; 110, the plot near hospital).

On the north-west the boundary touching the boundary of the Childers' Lodge estate and going through the Strawberry Hill estate is obviously the Circular road. This agrees with Wells' remark about



Strawberry Hill being out of the old area. For we know from Trickett's letter, dated 15th January 1831 (exhibit 148), that a house was on the extra boundary portion.

"By the arrangement offered in the extract in your letter of the 8th January 1831, viz. that Government will pay for the ground within the new boundary, my lease of the fourth part and the house thereon would be injured."

Again he says:

"On extending the boundary a road through my own property, made by me for my own convenience, was fixed upon as one of the cantonment limits, three-fourths of my property being left within and the fourth part without the cantonment."

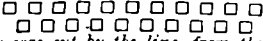
The boundary accordingly followed what was the Circular road in Brown's map of 1842 from Elcot to the south-east corner of the Strawberry Hill estate.

From thence it was a straight line, as the sketch shows, to the spring in the bázár. This line just cuts the Woodcroft estate in Brown's map. Hence arose the question agitated in the correspondence of 1844—1846, whether Woodcroft was or was not in cantonments.

We must remember that when this sketch was made the place had never been surveyed. To draw straight lines from point to point was the only possible means of paper delimitation. The Upper Circular road must have been made by 1830 and the northern boundary in the sketch is obviously intended to represent it. It must have been made, because only private roads appear to have been made since the Pioneers concluded their work at Landour.

We have therefore been able to show on Brown's map of 1842 the exact area of land acquired in 1830. (See map 2.) The same area is shown on Erskine's map up to date. (See map 3.)

I may add that the exact position of the spring in the Landour bázár is rendered a matter of certainty, as it is marked in Brown's map and still more definitely marked in his plan of the Landour bázár by a cross. There is, it is true, a slight difficulty in reconciling the location of the southern boundary with Colonel Beresford's description of it in his letter, dated 5th August 1840, as "a line dividing the small bázár of Landour." Now, although it cannot be discovered what was meant by the small bázár in his time, yet the term would scarcely seem applicable to the piece of the bázár which the line does actually cut. It is possible that Colonel Beresford in the absence of a survey was mistaken in the direction which he assigned to this southern line. If this was not the case, then the piece of the bázár which the line bisects must have been for some reason now forgotten called the small bázár. Nomenclature based on dimensions must necessarily fluctuate.

[NOTE.—Since writing the above passage I have come to know that at Simla "the small bázár" is the name given to a second row of houses lower down the khud. If Brown's map (map 2) of the Landour bázár is looked at, it will be seen that there is such a second row marked thus  along that portion of the bázár which actually was cut by the line from the spring to Elcot. Colonel Beresford therefore was alluding to the portion of the bázár above Market Hill and quite accurately.]

The fact that the area enclosed by the boundary thus located greatly exceeds 1,000 pucca bighas may appear at first sight inconsistent with our location, but after a study of the Wells' correspondence it only

corroborates it. The difficulty was noted by Wells, who found the actual area to be 3,000 instead of 1,000 bighas (see his letter to the Commissioner, dated 27th June 1842, **exhibit 79**, also letter dated 26th July 1842, **exhibit 81**, from Secretary to the Board of Revenue to the Commissioner; and letter from the Assistant Secretary of Government to the Quartermaster-General, dated 19th October 1842, **exhibit 193**). The explanation is given in **exhibit 81**:

"It is very conceivable that a loose and somewhat arbitrary settlement of area may have been made in that rugged country, whilst the registered contract was meant to cover a much larger superficial area."

As a matter of fact we know that the whole area was never actually measured from Colonel Tovey's letter of the 5th August 1840. Even with survey instruments it would be a work of labour to find the area. It is clear that Young never even attempted to do so. What was probably done was to measure the actually occupied sites and regard the unoccupied land within the area as given away with the occupied. When Wells drew attention to the discrepancy as a difficulty, he had not apparently seen Young. After seeing him he does not again raise the point.

There can be no doubt, therefore, of the exact area acquired by Government for cantonments in 1830. It was, however, only marked out at the time by "pillars erected at the angles" (see Young's letter dated 21st October 1830, and also that dated 23rd October, **exhibits 142 and 144**).

The boundaries were duly notified to the Rájá and the Mahant. (See Young's endorsement on the letter from the Military Secretary to Government, dated 3rd December 1830, **exhibit 146**).

6. *Distinction between cantonment owned area and controlled areas.*—Before proceeding to describe the subsequent correspondence, negotiations, and procedure regarding or affecting the boundary, it is necessary to emphatically draw a distinction which must be borne in mind, if we are to avoid a confusion which permeates and distorts all discussion and action up to date. This distinction is that between cantonment property and cantonment area. Cantonment property is the area owned, or in this case permanently rented, by Government for military quarters, &c. The meaning underlying the use of "cantonment area" in the documents which we shall consider can only be expressed by a cumbersome definition. It is a defined local area occupied by or in the vicinity of military quarters within which Government has by law, regulation, or order rendered the property, rights, and persons of individuals therein permanently subject, as such, to a military control to which they are not subject under the ordinary criminal and civil law of the country. It is true that Sir Edmund Elles in his speech, dated 22nd February 1902, on the Cantonments House Accommodation Bill before the Legislative Council maintained that such a distinction was abstract and not concrete, and that as a matter of fact Government had never intentionally subjected to cantonment law any area which was not already cantonment property.

"That the intention with which we began to form cantonments was to include in them only areas entirely at the disposal of the Military authorities cannot be denied; for the old regulations expressly forbade the inclusion of any

lands which were private property, and a whole series of regulations and orders issued from the beginning of last century onwards have consistently assumed and asserted the ownership of the State."

But in disproof of this assertion I would refer to the Bengal Regulation X of 1810, and in particular to sections V, VI, VII, XX and XXVI. This regulation clearly proves that the limits under the control of the Military authorities in the cantonment area were in those days not necessarily the limits of the Government property, but might be outside and other than those limits. (**Exhibit 234** is a copy of some of the sections of the Regulation X of 1810).

It is evident then that the distinction between the limits of cantonment property and of the cantonment area was a real one in those days. As a matter of fact it was the failure to clearly recognise this distinction, although it unconsciously existed in the minds of the various parties that was the cause of much playing at cross-purposes in 1842 and onwards. The Military authorities when talking of the cantonment area were generally thinking of the area to be controlled, the Government and Civil authorities of the area to be owned.

7. *Proposal for extension in 1840.*—The next chapter in the history of the Landour cantonments is that embodied in the correspondence of 1840.

This began by Colonel Beresford, the Commandant at Landour, writing to Captain Fisher, Assistant Political Agent at Mussoorie, in dissatisfaction with the old boundary as being undefined along the lines of boundary and cutting through several estates. He suggests "a new and naturally well-defined boundary" on the south side. His letter, dated 5th August 1848 (**exhibit 153**), should be read at length. His proposal was supported by Captain Fisher in his letter to Colonel Young, dated August 11th, 1840 (**exhibit 152**), and by Colonel Young in his letter to the Secretary to Government, dated 13th August 1840 (**exhibit 154**).

Government sanctioned the "arrangement proposed for fixing and extending the boundary" and "authorized Colonel Young to enter upon the adjustment of the question with the Military authorities." (See letter from the Secretary to Government to Colonel Young, dated 2nd September 1840, **exhibit 155**). The scheme fell through, however, as it was found "necessary to make a survey" (see letter from Military Board to the Governor General, dated 25th September 1840, **exhibit 156**), and the services of the surveyor selected were not available (see letter from the Secretary to Government, Military Department, to the Secretary of Government, North-Western Provinces, dated 7th October 1840, **exhibit 156**). The scheme was subsequently included in the larger one of the settlement of Mussoorie, which took place under Wells in 1842.

In the correspondence, however, of 1840 there are one or two points worthy of remark. In the first place the distinction between the controlled and owned area was quite clear to the local authorities. Colonel Beresford's letter (**exhibit 153**), Captain Fisher's letter (**exhibit 152**), and Colonel Young's letter (**exhibit 154**), show that the intention was with regard to the unoccupied lands included in the proposed

extension of cantonments to acquire for Government full proprietary rights, or at least a perpetual lease, but with regard to the occupied lands so included to acquire merely control, and that, too, only if the occupants were agreeable. A second point to be noticed is that, as has already been shown this correspondence corroborates and confirms our location of the boundary line of 1830. In the third place it is important to note, as affecting the attitude of mind which was brought to the settlement of the question of the boundary in 1842, what the proposed extension was. The proposed line can be located with certainty on the south and east. Exhibit 153 reads :

"From the far end of the bazar of Landour a natural well-defined boundary exists, viz., a small ravine runs down to the stream of water (i.e. where the tanks are now)

which supplies the station. By following the channel of this stream to what is called the "Dhobi's Ghat" we obtain a well-defined limit to the east, and so up a remarkable gorge to the north. From this by a line you were pleased to approve of and which is marked by imperishable landmarks, a clear defined boundary of the entire station back to the starting point is obtained."

This line may be followed in my map 2. As the arrangement for securing this line of boundary was never completed, its only importance is this. Its proposal had apparently some effect in making the cantonment authorities expect and demand as a right the extended boundary. What was really only a proposed or ideal boundary came to be regarded by them as the legitimate and actual boundary.

8. *The Wells' settlement and its effect on the cantonment boundary.*—Wells' instructions were—

- (1) to draw up a list from the best sources available of the present holdings in Mussoorie ;
- (2) define their boundaries ;
- (3) determine, according to certain definite principles laid down for his guidance, how far the holdings were deserving of confirmation by Government.

It was obviously the reasonable course for Wells on these orders, in the absence of any particular instructions, to deal with cantonments under the several heads of the above instructions as follows :—

Under (1) to enter them as one large holding.

Under (2) to define the boundary of the land acquired in 1830.

Under (3) to treat as a matter of course this area as a "confirmed" holding.

His letter to the Commissioner, dated 10th April 1842, (**exhibit 61**), shows that he was prepared to do this. But his imperfect knowledge at the date of that letter, which was before he consulted Young, prevented him defining the boundary of the lands rented by Government in 1830. Not knowing the location of this area he fell back on defining the limits of the area actually occupied by military buildings. (See paragraph 4 of his letter, dated 10th April 1842, **exhibit 61**).

Unfortunately he subsequently misinterpreted an order to survey the intra-cantonment estates to mean that he was to disregard the acquisition of 1830 and to fix ground rentals on the individual or a cantonment estate to be paid by the occupants and not by Government,

so that the tenure of such estates would be the same as of that of the extra-cantonment estates. It was this misconception that made him submit the proposals contained in his letter to the Commissioner, dated 26th May 1842 (exhibit 70). He therein, as it were, adopted as the unit the individual building site and not the whole cantonment property area as before. He formulated the following proposals:—

- (1) That Government would only pay for land actually occupied by military buildings. He consequently was for reducing the rent payable by Government to the Rája and the Mahant from Rs. 70 and Rs. 42 to Rs. 15 and Rs. 10, respectively.
- (2) That private occupants should pay ground rent on a certain scale, two-thirds of which would go to the Rája and the Mahant and one-third to the Committee, as in the rest of Mussoorie.
- (3) That the Landour bázár ground should be leased from the Mahant and Rája for Rs. 10 and Rs. 15 respectively by Government, if the land should be allotted to cantonments, and by the Committee, if left outside cantonments. The Committee or the Cantonment authorities would recover this rental from the shopkeepers on a prescribed scale.

These latter proposals were not accepted by the Board of Revenue. The Commissioner in his letter, dated 23rd June 1842 (exhibit 73), purported to give their reasons for not sanctioning the proposals. It must be pointed out, however, that the reasons were not valid ones. Thus the opinion given in paragraph 2 of the abovementioned letter:

“All rights over the cantonment land at Landour and Rajpur being acquired by the Government from the Rája, Mahant, and zamindárs for a certain annual payment, none of these parties can make any claim to participate in any increased revenue which may be raised therefrom”

was based on a false premise. All rights at Landour had not been acquired, but only those over the area rented in 1830. This point will be alluded to further on. Again, the observations in the fourth and fifth paragraphs denying the liability of the owners of houses and shops who had obtained their sites from the Cantonment authorities to assessment in the event of their being excluded from cantonments was based on wrong idea of the law and equity, as will appear from my minute on the Landour bázár question.

That the Board felt some misgivings on the matter of the area acquired in 1830 in Landour is clear from their letter of the 26th July 1842 (exhibit 81). There they want to know how cantonments have come to occupy a greater area than that rented in 1830. The answer should have been that the land was usurped by the Cantonment authorities for extending the bázár and building mule-sheds. This is definitely stated in Young's letter (exhibit 154) quoted above.

“The latter, i.e. the bázár, has now been extended several hundred yards beyond the limits then fixed on, and the mule-sheds were built subsequently to the present boundaries being laid down beyond the line of demarcation, there being no open or convenient spot for this purpose within the limits of cantonments.”

That this question could not be answered by Wells is another proof that he did not consult all the relevant documents. It is also asked how the proprietors, i.e. the Mahant and Rája, came to acquiesce in the

usurpation. The answer should have been that in the absence of demarcation by pillars of the cantonment boundary of 1830 they could not have been aware that the Cantonment authorities were taking that to which they were not entitled.

We now come to Wells' third proposal. He had come to know from Colonel Young the area acquired in 1830 (see the last paragraph of his letter to the Commissioner, dated 6th August 1842, **exhibit 84**). As, however, this boundary ran through estates then as it does to-day, he desired, with the concurrence of the officer in command at Landour, to slightly alter this boundary so as to make one

“As near the former boundary as I well can make it, cutting off whole estates instead of dividing them, and thereby leaving portions in and portions out of cantonments.”

He adds,

“The assessment will be most gladly paid by owners, as they in common with all the rest of the residents of cantonments will gladly be out of the lines of demarcation.”

(*i.e.* of cantonments). His proposal, therefore, was to keep the 1830 boundary, only modified by the exclusion of half estates. It was an eminently practical and reasonable proposal, and one which I should recommend being adopted as a solution now of the difficulty. This arrangement was concurred in by the Commissioner, the Board, and ultimately by the North-Western Provinces Government. (*Cf.* Commissioner to Wells, dated 6th September 1842, **exhibit 86**, with enclosure from the Secretary of the Board to Secretary to Government, dated 23rd August 1842, **exhibit 89**, and Secretary to Government to Secretary to Board, dated 28th September 1842, **exhibit 91**).

Meanwhile, however, the General of the Division had determined to oppose the plan, and was able to frustrate it by relying on the regulation that cantonment boundaries should not be altered except with the sanction of the Governor General. (*Cf.* letter from Lieutenant General Arbuthnot to the Commissioner, dated 30th June 1842, **exhibit 160**, and from the Officer Commanding Landour to Wells, dated 12th August 1842, **exhibit 93**).

The General was no doubt within his rights in demurring to the exclusion of the intra-cantonment portions of the border line estates and of the intra-cantonment bazar, but his claim to the rest of the bazar and to “retaining the watercourses at the bottom of the southern face of the Landour Hill as the boundary of cantonment” ignored the fact that these areas had never actually been acquired, but only proposed to be acquired (*i.e.* by Colonel Beresford in 1840). Of course the General might have suggested acquiring them; but this was not the question involved in the Wells' settlement, of which the object was the confirmation of existing tenures.

The Wells' proceedings then left unchanged the area of the cantonment property, *i.e.* the area to which the Military authorities were legitimately entitled. But they introduced new factors into the two problems which he left undecided, namely,—

(a) What was to be the area controlled by the Cantonment authorities?

- (b) What was the extra area which it was desirable to acquire as cantonment property, and on what terms could the several sites of this area be acquired ?

These factors were as follows :—

- (1) The determination of the Mussourie Settlement (not the cantonment) boundary, and the agreement with the Rája and the Mahant that this area should be at the disposal of the British Government through the Local Committee.

The effect of this factor was to make it necessary for the Government in the Military authority to apply for any further area required for cantonments to the Local Committee and to pay a ground rental to the Committee on the prescribed scale.

- (2) Wells, on behalf of Government, assigned the whole of the Landour bázár to the cantonments and demarcated it as within cantonments. (*Cf.* Wells to Commissioner, dated 6th August 1842, **exhibit 84**).

"It is better that the whole of bázár should continue under one authority," also the final report of the 7th October, **exhibit 102**.

"I have marked off the boundary as originally hired by Government from the Rája and the Mahant, and also a slight modification of it, so as not to cut estates in halves, and to give up all the bázár the Military authorities instead of dividing it as the old boundary does."

He also assigned to cantonments the site occupied by the mule-sheds. Lastly, by determining the limits of Edge Hill estate, and including within these limits some land not within the 1830 boundary, he practically assigned this extra portion to cantonments, as the possession of the further area by the occupant of Edge Hill was a possession on behalf of cantonments.

The effect of this factor was to leave everything settled for the acquisition by the Military authorities of the bázár area, mule-shed area, and the additional part of Edge Hill which would be complete upon their agreeing to pay any ground rent that might be fixed. This was never done, however, and so the acquisition was never effected. The occupation continued a mere usurpation.

- (3) Wells, on the other hand, confirmed the private titles of certain estates. These were Childer's Lodge, Woodstock, Elcot, &c., &c. He thus made it clear that the Military authorities could not extend cantonments over these estates otherwise than with the consent of the grantees or under the Land Acquisition Act or its then equivalent. By Woodstock I mean the extra-cantonment portion. Wells' inclusion of the intra-cantonment portion of Woodstock in the grant was probably due to an oversight and, as I shall show in paragraph 16 of this chapter, not binding on Government.

9. *The 1843-46 correspondence regarding the cantonment boundary.*—This may be called the sixth chapter in the Landour cantonment boundary history. It is unnecessary to give a detailed account of every letter of this infructuous and very lengthy correspondence.

It begins with a letter from the Secretary to Government, North-Western Provinces, to the Quartermaster-General, dated 2nd August 1843 (**exhibit 180**), on the subject of the Edge Hill and Woodstock estates, the proprietors of which apparently claimed to be outside of cantonments on the grounds that they had acquired their estates in the belief that this was the case. The Lieutenant-Governor in the letter referred to ruled that this must be considered due to their own *laches*, and there could be no reason for excluding them. He directed, however, that the geometrical or imaginary boundary on the south side, *i.e.* the line drawn between the spring in the Landour bazaar and Elcot, should be marked out on the ground. Paragraph 5 directs that, in the event of its being found advisable to include within military limits any land or property not heretofore within the line of demarcation, it will be for the Superintendent of the Dún to report upon what terms the Government can acquire such further property. Paragraph 6 explains that the order of Government issued during Wells' proceedings "that all persons resident or having property within the military limits of Landour should be subject to the Municipal bye-laws was not intended to place them beyond the pale of military law."

The reply of the Quartermaster-General is contained in a letter, dated 27th July 1843 (**exhibit 187**). The fact of this reply bearing an earlier date to exhibit 181 was due to a private copy of exhibit 187 having been sent in advance of the official copy. In this letter the General, with regard to the project of subjecting cantonment residents to municipal laws and taxes, urged the following weighty considerations:—

"Property in the settlement of Mussoorie and within the military limits at Landour is held upon tenures of a very different nature. In the former proprietors have a permanent interest in the soil, having obtained grants in perpetuity of their several locations, whereas in the latter, the land remains the property of Government, resumable at any time, and the owners of houses erected upon it are bound to give them up on valuation whenever required for military purposes. To subject property of the latter description to the obligations of both municipal and military laws would, His Excellency apprehends, be as inexpedient as it certainly would be incompatible with military rules that a municipal committee of an adjoining settlement should have the power of collecting a tax upon property within a military cantonment for improvement within that cantonment which the committee could not carry into effect without interfering with military wants and arrangements that could not come within its knowledge and most consequently lead to much embarrassment."

In a letter dated 12th August 1843, **exhibit 188**, the Lieutenant-Governor concurred in these views and cancelled the order for the extension of the jurisdiction of the municipal committee at Mussoorie over the residents of any denomination within the military limits at Landour," except under the sanction of His Excellency the Commander-in-Chief.

Here there is a gap in the correspondence preserved. We know, however, from the Quartermaster's letter dated 31st October 1844, paragraph 2 (**exhibit 197**), that a committee consisting of the Officer Commanding Landour (Major Ryan), the Superintendent of the Dún (Mr. Vansittart), and the Executive Engineer (Captain Graham) had submitted a report suggesting a line of boundary for cantonments, which report was dated 22nd September 1843.



The next letter of importance is one from the Secretary to Government, North-Western Provinces, dated 23rd March 1844 (**exhibit 198**), asking for information on the following points:—

- (1) The estates of Woodstock and White Park Forest ought evidently to be included in the cantonments, but each is shown in the Committee's return to be charged with a ground rent of Rs. 5-6-0, whence it is to be supposed that at the time the locations were first made the lands were in whole or part considered out of cantonments. What is the explanation?
- (2) Childer's Lodge, Woodcroft, and Greenmount must evidently be considered out of cantonments. On what terms could they be brought in?
- (3) Did Wells give or did he not give grants in perpetuity of intra-cantonment lands?

This letter was forwarded to Mr. Vansittart, Superintendent of the Dún, for an answer.

His reply, dated 15th June 1844, **exhibit 191**, on the various questions was as follows:—

On (1) the original line of boundary (*i.e.* by the 1830 agreement) from the spring to Elcot included that part of the estate on which the two houses of Woodstock are built, part of White Park Forest, and a considerable portion or the whole of Edge Hill.

This answer was wrong, as it was based on a faulty map. The Superintendent had not at that date received a copy of Brown's map. He mentions this fact and admits the incorrectness of his answer in his letter to the Commissioner, dated 28th May 1845 (**exhibit 202**). The answer should have been that the cantonment property area included neither of the two houses of Woodstock, but only a portion of the estate north of both houses; that it included a very small portion of the extreme north of the White Park Forest estate; and that it included all but the small southern portion of the Edge Hill estate. (See my map No. 2.)

On (2) he answered that the estates could only be acquired by purchase.

On (3) he said that Mr. Wells

“Granted in perpetuity the estates named Woodstock, White Park and Edge Hill, when he was entitled to grant only a certain quantity of the unoccupied and least valuable land of each estate.”

This answer was doubly incorrect. It was wrong in its description of the area which Wells was entitled to grant, that is to say, in its description of the extra-cantonment portion of the estates. This error was the natural consequence of the faulty map consulted, which had accounted for the incorrect answer on (1).

It would also appear to have been wrong in stating that Wells gave grants to the proprietors of the Edge Hill and White Park Forest estates. There was some excuse for the misstatement however. For these estates appear in the alphabetical list of estates sent by Wells with his report, the grant of which was sanctioned by Government. (See **exhibits 104, 108**.) But we find from a *rokkár* of Wells, dated 14th October 1842 (**exhibit 128**), and also from a circular letter, dated October

7th, 1842, accompanied by a list of grantees signed by the several recipients (see **exhibit 112**) that grants of these estates were never actually given by Wells. They were purposely withheld pending the final decision of Government on the cantonment boundary.

It is true that Wells gave a grant of Woodstock including in the grant the intra-cantonment portion. His including this portion in the limits (see Wells' register of grants) was probably merely due to a mistake. Otherwise it must have been on the tacit understanding that any intra-cantonment portion would be held on cantonment and not Mussoorie terms. For it must be noted that no extra rental was assessed for the intra-cantonment portion. The whole assessment entered in Wells' register (this portion of it is kept in the Station Staff Office, Landour) is 8 rupees, and this is the sum mentioned by Wells in his final report (**exhibit 102**) as due on the extra-cantonment part:

"Part of 157, or Woodstock, is out of cantonments under either arrangement, and pays 8 rupees at pre-ent to the Mahant."

And again:

"no rents have been fixed on the lauds in cantonments."

Vansittart's reply, therefore, both stated what was wrong and concealed what was true. It is not surprising, therefore, that in some instances false conclusions were arrived at on such false premises.

On receiving his reply an important letter was sent by the Government, North-Western Provinces, to the Quartermaster-General, dated 19th October 1844 (**exhibit 193**), which should be read at length.

It decided on the information furnished that Childer's Lodge, Greenmount, and Woodcroft were outside of the cantonments, and that the greater part of Woodstock was within. The letter also requested the Commander-in-Chief, now that the question of the area already included in cantonments was settled, to proceed to decide the further question as to what additional area it was desirable to include.

The answer of the Commander-in-Chief (see letter of the Quartermaster-General, dated 31st December 1844 (**exhibit 197**)) was that the cantonments should be extended up to the line recommended by the Committee in their report referred to above. This line, it stated, included

(1) Childer's Lodge and lands north of Landour adjoining Childer's Lodge.

These lands, it may be mentioned, had been shown in Brown's estate plans of 1842 (now kept in the Station Staff Office) in four different blocks—

- (a) page 315—unoccupied lands west of Childer's Lodge;
- (b) page 257—Childer's Lodge;
- (c) page 321—unoccupied lands at Landour north of Lal Tiba;
- (d) page 325—unoccupied lands on the north of Landour and adjoining Childer's Lodge.

(2) The Dhobis' Ghát

(3) The lower part of Woodstock.

(4) The lower part of White Park Forest.

(5) The lower part of the spur on which the Government mule-sheds stand. (This area is shown on page 311 of the book of Brown's plans, "Landour bazar and adjacent lands").

(6) The lands adjacent to the Landour bazar south to the Rispanna Nadi, and west to the boundary pillar No. 1 at the Grand Parade. (This area is shown along with (5) in Brown's plan, page 311.)

(7) The lands west of Strawberry Hill and Slateville (shown on Brown's plan, page 313 of Book of Maps).

The Board of Revenue was thereupon directed by Government to take measures for acquiring all of these lands except the Dhobis Ghát, which having been declared by Wells to be public property was at once to be included in cantonments. [See letter of Secretary to Government, North-Western Provinces, dated 29th January 1845 (**exhibit 196**).] It is necessary to explain what was meant by saying that the Dhobis' Ghát was public property. Wells had meant that it should not be included in any grantee's private estate. No ground-rent was therefore assessed on it. The Mahant, who must have been aware of this, never seems to have objected that in this case he would lose his two-thirds of a prospective ground-rent. In fact, in consideration of his getting remuneration for the sites given as grants, he might be expected to give up any claim for remuneration for such a plot, which the needs of the station required to be kept public. Although, therefore, it might have been more consistent with the letter of the agreement with the Mahant, if Wells had assessed a certain sum on this plot to be paid by the committee for the public generally, yet he cannot be said to have defrauded the Mahant in not doing so. Inasmuch again as the inclusion of the plot within cantonments would still maintain its public nature, there was no real reason why the transfer of it from the committee to the cantonment authorities should not take place without the necessity of Government paying the Mahant any compensation. These considerations, however, would not apply to the "unoccupied" lands, which, so far from being public, had been set aside expressly for disposal to subsequent applicants. Such, then, was the increased area required by the General.

After protracted inquiries and correspondence, it was found impossible (*cf.* Government of India letter, dated 26th December 1845, **exhibit 218**), owing to the high price demanded, to acquire

plot 1(b), *i.e.* Childer's Lodge;

plot 3, *i.e.* the lower part of Woodstock;

plot 4, *i.e.* the lower part of White Park Forest.

As to plots 2, 5, 6, and 7, *viz.*—

plot 2, *i.e.* the Dhobis' Ghát;

plot 5, *i.e.* the lower part of the spur on which the Government mule-sheds stand;

plot 6, the lands adjacent to the Landour bazar south to the Rispanna Nadi, and west to the boundary pillar No. 1 at the Grand Parade;

plot 7, the lands west of Strawberry Hill and Slateville—

these plots were declared by the Superintendent to be "public" (by which he meant unoccupied or unappropriated), and therefore eligible for the extension of cantonments. (*cf.* his letter to the Commissioner, dated 19th May 1845, **exhibit 199A**).

"In reply to the third paragraph of your letter now under acknowledgment, i.e. Commissioner's letter of 17th May, I have the honour to inform you that the other lands besides those adjoining Childer's Lodge Estate, and the lower part of Woodstock and the lower part of White Park are public property."

He ignored, however, the fact that according to the spirit, if not the letter, of the agreement with the Mahant and Rája our Government was bound to compensate these parties for the loss which they stood to incur if the lands were taken for cantonments, instead of being kept available for disposal to private applicants, in which latter case two-thirds of the auction price and yearly ground rent would be paid to the Rája and the Mahant. The correspondence shows that the Commissioner and Government felt that compensation was due, although they failed to state that it was due by the agreement which was never mentioned in this correspondence (cf. Commissioner's letter, dated 4th August 1845, **exhibit 206**, and Government order of 12th July, **exhibit 207**). As to plot 1(a) it was found that there were 125 bighas of land used for cultivation by the villages either of Dimeta or Tonnatah. (cf. Superintendent's letter last quoted, **exhibit 199A**):

"And with reference to paragraph 4 of your letter, i.e. Commissioner's letter of 17th May, I beg to explain that the compensation of Rs. 8,000 is tendered to the Rev. Brookes for the inclusion of the whole estate of Childer's Lodge. Between that estate and the nullah, the new boundary, there is a portion of cultivated land and barren hill belonging to the village of Dimeta, the property of the Rája of Tehri."

Also Captain Kirke's letter to the Superintendent, dated 8th June 1845, **exhibit 204**:

"I have attempted to point out a small patch of cultivation just below where the Khuttah Panoo River joins the River Taptee 25 kutchas bighas of which is claimed by the mukaddam of Thannatah as being outside the Cantonment Boundary Pillar, but agreeable to Major Brown's map as well as about 100 bighas of cultivation joining it are within the cantonment lands of Landour."

The Superintendent considered that no compensation was required to be paid for this land, and in doing so was obviously confusing the Wells' Settlement boundary with a cantonment boundary. As, however, the Commissioner insisted on compensation being paid (cf. his letter, dated 27th November 1845, **exhibit 214**), the Superintendent ultimately settled that Rs. 27-8-0 were to be paid for

"the 25 bighas about which there was some uncertainty as to whether they were in cantonments or no."

He overruled the claim of the villagers to anything for the 100 bighas which were within, what he called, the cantonment boundary, but what was really the settlement boundary. (cf. his letter dated 13th November 1845, **exhibit 215**.) The final order of the Government was as follows:—

"The Lieutenant-Governor has been pleased to sanction the compensation of Rs. 27-8-0 per annum to the zamindárs of Thannatah for 25 bighas of land taken into the cantonments of Landour on the understanding that the proposed annual payment is held to convey to Government the whole tract within the boundaries of cantonments as now fixed."

(See letter of Government, dated 5th February 1846, **exhibit 221**).

The effect of this order was that the land might be taken if the zamindárs agreed to what the Superintendent had ruled. They were not likely to do this and apparently never did, as the Rs. 27-8-0 have never been paid.

As to plots 1(c) and (d) the Superintendent persistently ignored them in his correspondence; but they must be the lands referred in the

Government order, dated 12th July 1845, **exhibit 207**, as "the large tract of waste land . . . on the north side." Moreover, it is inconceivable that the committee would have recommended the inclusion of plots 1(a) and 1(b) without also recommending that of 1(c) and (d). These lands were, like those "west of Strawberry Bank and Slateville," waste and unoccupied and apparently not claimed by any villagers. It is therefore certain that the Superintendent considered that they could be appropriated for cantonments without the payment of compensation in the same way. In fact we find that they were taken either now or shortly afterwards.

The final result of the 1843-46 correspondence was that Government ordered the limit of cantonment to remain as "already fixed." (See letter from Government to Sudder Board of Revenue, No. 223 of 1846, **exhibit 217**.) The meaning of "already fixed" was in the light of the correspondence "as already fixed by the 1830 agreement;" but the new Superintendent of the Dún, Mr. A. Ross, evidently took it to mean that the boundary recommended by the committee in their report would be observed with the exception of the estates which the Government refused to purchase. For we find him asking in his letter of the 19th February 1846, **exhibit 219**:

"whether the orders of Government directing the limits of the cantonment of Landour to remain 'as already fixed' are to be considered as having reference to the 25 local bighas of cultivated land for which compensation of Rs. 27-8-0 was recommended by my predecessor to be paid to the proprietors or to the estates only which are named in the letter of the officiating Secretary to Government of India, dated 26th December 1845."

'These estates were Childer's Lodge, Woodstock, and White Park Forest.' Government, who were not aware that besides the block with regard to which compensation had been spoken of there were other Tehri lands on the north, in reply to this query sanctioned the inclusion if the zamindárs agreed to the compensation suggested by Vansittart, whereas these zamindárs had nothing to do with plots 1(a) and (d).

The Superintendent would appear upon this to have handed over to the cantonment authorities these last two plots and all the other wrongly called (public lands) without awarding the Rája or the Mahant any compensation—a result due to Vansittart's confusion between the Settlement boundary and the cantonment property boundary.

The permanent results of the 1843-46 correspondence were then as follows:—

(1) It withdrew the boundary line of the cantonment property on the west side, so as to exclude the Woodcroft estate (*i.e.* part of the present Castle Hill estate).

(2) It secured for cantonments  
the unoccupied lands at Landour north of Lal Tibá,  
the unoccupied lands on the north of Landour and adjoining Childer's Lodge;  
the Dhobis' Ghát,  
the lower part of the spur on which the mule sheds stand,  
the lands adjacent to the Landour bázár south to the Rispanna Nadi, and west  
to the boundary pillar no. 1 Grand Parade,  
the lands west of Strawberry Hill and Slateville.

(3) Besides this it left on record that the following estates were within the original cantonment boundary property area of 1830: Mullingar and Edge Hill.

(4) It left on record that the following estates had always been outside of the cantonment property area :—

Childer's Lodge, Green Mount and Woodcroft, Midlands.

(5) It left on record that the following estates were partly within and partly without the cantonment property area : Woodstock, White Park Forest.

(6) It left unsettled certain amounts due as compensation to the Mahant and Rája for the unoccupied lands assigned to cantonments. This was due to an incredible ignorance of the provisions of the Wells' settlement. This omission has never yet been supplied.

My maps, Nos. 2 and 3, will show the areas alluded to in my remarks on this correspondence of 1843—46.

10. *Colonel Norman's Guarantee in 1862.*—This chapter relates to the incident, which is known as "Colonel Norman's Guarantee." All our knowledge of it is based on correspondence later than the incident itself, namely the correspondence of 1869—80. This correspondence, moreover, shows that even at that date no detailed record of the incident was forthcoming. [cf. letter (**exhibit 228**) of officiating Superintendent of the Dún to the Quartermaster-General, No 802 of 1879, dated 12th December 1879: "There is no record in my office showing when Edge Hill and other properties were placed under cantonment authorities for police purposes."]

It appears that some time after the 1843—46 proceedings and correspondence, the military authorities, ignorant of or ignoring them, cut the Gordian knot by making a compromise with the estates on the disputed southern boundary line, or with certain of them, whereby the occupiers were to be included

"in cantonments only for police purposes, and for those purposes only in regard to military men or persons subject to the Military Act: provided also that the said police purposes shall not be construed to empower the military authorities to perform any act or impose any restriction unauthorized by the laws which are or may be enacted for the guidance of civil magistrates."

(See **exhibit 229**.) I have been able to find only two copies of this guarantee, one that forwarded with the Superintendent's letter, dated 6th May 1880, and one pasted into the Wells' Landour register at the entry regarding Mullingar estate. Neither copy bears a date. The date of the guarantee must have been, I think, 1862. It is true that the Board of Revenue in their ruling on the meaning of the phrase "for police purposes only," dated 12th June 1880 (**exhibit 233**), say "as Colonel Norman's letter was apparently written when Act XXII of 1864 was in force" (paragraph 2). But Major Lyster, owner of part of Woodstock estate in his important letter, dated 16th October 1869, to the Superintendent of the Dún (**exhibit 224**), gives the date as 1862 (paragraph 4). This date is more probable than a later one. For Major Lyster's letter was written nearer the date of the incident: it was his interest to make the date as late as possible: and the Board by using the word "apparently" show doubt on the point.

The benefit of the guarantee was, we find in 1880, claimed by the various owners of the houses on the Mullingar, Edge Hill, and Woodstock estates (see list with Cantonment Magistrate's 334C, dated 13th May 1880, **exhibit 231**). It was not certain, however, that all had been given

the guarantee and it has been seen that no compromise was required except with the owners of the Woodstock and Edge Hill estates (see map No. 2).

After the guarantee was given, pillars were set up all round cantonments by the order of Colonel Walker in 1866. They were altered in 1867 and apparently the position of the pillars demarcating cantonments have never been altered since (cf. Major Lyster's letter of 16th October 1869 **exhibit 224**): "I first saw the pillars in December 1866. They were, however, altered and placed as they now stand in 1867." cf. also Colonel Walker's map of 1869: "The pillars marking the boundary of the Landour cantonment are numbered as they were in October 1867." There is a similar note on Thuillier's map of 1874: "The settlement boundary is herein shown as redemarcated under the orders of the North-Western Provinces Government No. 375A of 9th May 1867. [(Signed) November 1874. H. R. Thuillier, Capt., R.E., and Hercules Grey Ross, Superintendent, Dehra Dún.]"

This demarcation embraced

the area acquired in 1830 (except the small fractions of the Woodcroft and White Park Forest estates),

|| the usurped area of the bázár and mule-sheds,  
|| the Dhobis' Ghat and unoccupied lands secured to cantonments by the 1843—46 correspondence,  
the guaranteed estates,

and certain estates on the north of the 1830 boundary-line of cantonment property area, and certain estates on the south-east corner.

With regard to these last it is necessary to say a few words. Those on the north, as it was pointed out by Wells in his final report, were not within the 1830 boundary-line. He said:

"If the old boundary is maintained the estates below the road (i.e. the estates on the north side of the upper circular road) will come under assessment"

(i.e. as being outside of cantonments). It appears from this that they had never up to that time paid ground-rent. This proves, as has been shown by me in my minute on the Landour bázár, that the sites were granted by the cantonment authorities. These sites may therefore be regarded in the category of lands encroached upon by the cantonments, just like the lower part of the Landour bázár and the site of the mule-sheds. When in the 1843—46 correspondence it was proposed to acquire the unoccupied lands north of these estates without any mention being made of these estates, it is clear that no mention was made of them as they were regarded as already in cantonments. This demarcation was, however, a public and visible assertion of the cantonment authorities' claim to them. It would appear that the owners of these estates had no grounds to object as they could not deny the title of their transferors, viz. the cantonment authorities. Anyway as they did not object any such claim would now be barred by limitation. As a matter of fact it does not appear that any such claim has ever been raised. The Rája and Mahant would, however, appear to be entitled in equity to compensation, unless their right to such shall be deemed to have lapsed owing to time or acquiescence.

Those on the south-east, e. g. Montpellier, &c., appear always to have been regarded as within the line from the spring to Elcot, that is the

1830 boundary-line No one has ever maintained that they were not cantonment property. So they, too, have become cantonment property like the ones on the north, by a quasi-usurpation on the part of cantonments.

11 *The 1869-80 correspondence.*—This arose out of Major Lyster, a purchaser of one of the Woodstock houses, objecting to the erection of the boundary pillars in his grounds, maintaining that his estate was outside cantonments (see his letter dated 16th October 1869, **exhibit 224**). This correspondence, although alluding to the proceedings immediately preceding and including the Wells' Settlement (*cf.* Superintendent of the Dún to Colonel Hodgson, Secretary to Government, Public Works Department, No. 130 of 1866, dated 10th March 1866, **exhibit 223**) entirely ignores the 1843-46 correspondence, and for this reason, and for the additional one that I found that correspondence mislaid and mixed up with another old file, it is to be presumed that it was not used or consulted. Accordingly in 1869 the whole question of the southern boundary-line was reopened. Now we have seen that this boundary had already been decided on the basis of Brown's map (the cantonment local office map, as it were, dissenting) to exclude most of Woodstock. But this was not known and the fact had one good result. The southern line appears to have been actually resurveyed for the first time since Brown's map was made in 1842. The result was that the accuracy of Brown's map was established and the estate found to be mostly outside the boundary. The record of this survey is very incomplete. But we know that a committee was assembled for the purpose (see Quartermaster-General's letter to the Commissioner, No. 112C, dated 6th August 1873, **exhibit 225**, and that "the military authorities seemed to be rather startled at finding the land is not the property of Government as in other cantonments." (See Superintendent's docket to the Commissioner, No. 29, dated 16th January 1874, **exhibit 227**). "The land" here must refer to most of Woodstock and the small southern portion of Edge Hill. The question was referred to the General, and ultimately it is evident that the estates were retained within cantonments subject to Colonel Norman's guarantee of 1862, the Board of Revenue giving a ruling as to the effect of the guarantee on the jurisdiction of the various courts. (*cf.* Board's letter to Commissioner, No. 426/VI-231, dated 12th June 1880, **exhibit 233**).

In conclusion I would remark that this guarantee would appear of no great importance now. For provided the cantonment authorities release the extra-cantonment-property portions of the estates, they would not seem to be estopped in any way from claiming full cantonment authority and proprietary rights over the intra-cantonment-property portions by reason of having given this guarantee.

12. *Exclusion of the Landour bazar in 1897.*—This is of recent date. The cantonment authorities handed over to the municipality the Landour bazar from the Post-office to Market Hill from the 1st March 1897. (See my map No 4).

The transaction calls for no comment here. The question of the Landour bazar, by which is meant the question of the liability of the portion of the bazar so excluded to pay ground-rent to the municipality, will be dealt with in a separate article.



13. *My map, No. 3, summarily shows the result of my investigation.*—The portion coloured red is that which the Government occupies for cantonments in virtue of the 1830 leasing-agreement with the Rája and the Mahant, by which Rs 70 and Rs. 20 are still being paid yearly. 42/.

The portion coloured pink is permanently occupied by Government for cantonments in virtue of the agreement with the Rája and the Mahant of 1842, whereby the area within the settlement as defined by Wells was handed over to Government on the understanding that two-thirds of actual or prospective rents should be paid to these parties. It appears to me that in equity the Government should now settle an auction price and yearly rent for these lands in the same way as it has done for the "Tehri unoccupied lands acquired as a reserved forest."

The portion coloured yellow is occupied by the successors in title to grantees of 1842. Government have a right to ground-rent on these lands. They are at present within cantonments merely for control under the Norman guarantee. Full cantonment right to dispose of the soil cannot be claimed. Government is the lessor-in-chief just as much as of the portion coloured pink; but it is estopped by Wells' grant from ejecting the perpetual sub-lessees, which it could do in the pink portion under cantonment rules.

14. *The present problem.*—This is the last chapter of the Cantonment Boundary History.

It has been stated above (paragraph 1) that Landour has never been declared a cantonment under Act XIII of 1889. The cantonment authorities have been, I understand, engaged in determining the limits within which this is practical. The south border-line has been the difficulty. The qualified inclusion of any ground under Colonel Norman's guarantee would not be advisable now. The owners have been accordingly asked to sign what is known as the amended indenture (see **exhibit 236**).

This provides for the owners of extra-cantonment property land agreeing to inclusion and

"relinquishing all and any claims to special treatment as regards cantonment jurisdiction: provided always that nothing in this indenture shall affect or curtail or in any other respect interfere with the right and title as existing heretofore of the said owner, &c., to hold or to dispose of or to transfer the said estate, including all buildings existing thereon at this date."

I am informed that the Woodstock proprietors have agreed to this, but that those of Mullingar and Edge Hill demur. The reverse would have been more reasonable.

The fact is that all Mullingar and Edge Hill can be declared within cantonments without any such pledge being given as the indenture contains; Mullingar, because it is within the area originally leased by Government in 1830, and Edge Hill, because the greater part was within such area and the small additional part that is outside of that area has now, by Wells' demarcation of the boundaries of the estate in 1842 and by its being held with the major part ever since, become incorporated with the estate and therefore, like the nucleus, cantonment property.

In my opinion, therefore, Government with regard to the cantonment boundary is entitled to act as follows:—

- (1) to declare Mullingar, Edge Hill, and that part of the Woodstock Estate which comes within the original cantonment boundary as shown in my map No. 3, to be a cantonment under section 4 of Act XIII of 1889.
- (2) to bring within cantonments the rest of Woodstock, only under the amended indenture (see exhibit 26);
- (3) if the land mentioned in (1) is excluded from cantonments to assess ground rent through the municipality on it;
- (4) to include none of the White Park Forest estate, not even the small northern portion once within the 1830 area: for it relinquished this area actually and by visible demarcation in 1874: it is entitled, however, to assess ground-rent on the whole estate;
- (5) to retain for cantonments the lands north of the upper circular road to the present demarcated cantonment boundary, the lands west of Strawberry Hill and Slateville, and the mule-sheds site and adjoining spur, but it should pay compensation to the Rájá and Mahant for these. Any of such lands not retained for cantonments should be disposed of either to the municipality for municipal use, or to private applicants through the municipality.

15. *No necessity of a survey of cantonments.*—In this connection I may state that there would appear to me to be no necessity for the survey of cantonments contemplated by the military authorities. My report attempts to show that there can be no doubt as to the boundary-line of cantonments. This boundary-line is already demarcated. The only use of a survey would therefore be to establish the intra-cantonment boundaries of estates. Now the old estate-boundaries are shown in Brown's map, and I have had them tested by his register and clearly marked by white lines in my map. They were in Wells' time marked by pillars many of which probably now exist. The further sub-divisions of estates which have taken place since 1842 no doubt are not marked in any map and in many cases are not shown by any demarcation on the sites. But there would appear little necessity for any map exhibiting such sub-divisions. The survey of cantonments would cost at least Rs. 10,000, judging from the fact that a survey of the three estates of Mullingar, Woodstock, and Edge Hill was estimated to cost at least Rs. 2,000 by accepting the lowest tender. Now, the usefulness of such a survey would merely be to show in occasional circumstances the liability of a proprietor to undertake the sanitation, &c., of a disputed piece of land, and no survey would serve such a purpose for long. I cannot, in fact, endorse the prevalent view that a survey would be the panacæa of the cantonment boundary question. The question is one of title, not of area; and therefore to be solved by the lawyer rather than the surveyor. This will be clearly seen from the facts as grouped under the individual border line estates.

16. *The Woodstock case.*—If the exhibits are carefully studied, the following facts will be apparent. The original owners of the Woodstock

estate, Messrs. McKie and Osborne, acquired the estate by three separate transactions with the Mahant.

- (1) The first was an agreement with the Mahant whereby in 1836 (see **exhibit 171**) they acquired "a piece of land at the Tiba Kuralwala Jabbarkhet Landour, measuring 60 bighas, at an annual rent of Rs. 10." This acquisition does not appear to have been registered in the Superintendent's Office (see Wells' robkar, dated 4th September 1842, **exhibit 172**).
- (2) The second was an agreement for nine pakka bigahs with detailed boundaries at an annual rental of Rs. 4, dated 16th June 1840. This was entered in the register of the Dán (see **exhibit 172**).
- (3) A third agreement for a plot of land of which neither the area nor the boundaries were mentioned, at an annual rental of Rs. 4. This was also entered in the register (see **exhibit 124**).

As to (1) Wells' robkar, exhibit 171 shows that he did not recognise it. There were two reasons against his doing so. The first was that if the Mahant had already leased the land or part of it to Government for cantonments in 1830, his lease of it to McKie would be invalid. The second was that it had not been registered in the Superintendent's office. The first reason was a proper one. The second would not appear to be so. For although the Board in their orders of 4th February 1842, **exhibit 40**, had ordered only such registered transfers to be confirmed, it would appear that their power to so limit confirmation was confined to British revenue-paying lands. That power was based on the fact that the revenue-paying zamindárs had had no right to dispose of the unoccupied lands, which were Government's. But the Mahant was perfectly within his rights in disposing of his jagir. Wells may have perceived this. Anyway his robkar, **exhibit 171**, shows that he was prepared to confirm as a private holding or grant as much of the land as was not included within the area which Government might decide to be cantonment property.

McKie himself acknowledged that some of his area was cantonment land. For instance in his letter to Wells, **exhibit 174**, he says "the boundary of cantonments only extends midway between the top of Landour and the watercourse" (see **exhibit 175**): again "the land which I held (beyond the boundary of cantonments) from the mahant." This implies an admission that he held some land within the cantonment boundary-line. These facts show that there was an understanding that Wells' grant, if any should be given, would only cover the extra-cantonment portion of the estate.

Wells remarks in his final report of the 7th October 1842, **exhibit 102**, make this still more clear. There he says: "If it is decided by any proposal" (i.e. if it is decided to exclude all estates half in and half out from cantonments) "157, i.e. Woodstock, will be out of cantonment entirely and come under assessment and should be rated at Rs. 12"; again "part of Woodstock is out of cantonments under either arrangement" (i.e. the arrangement for excluding the estates lying across the boundary-line or for maintaining the boundary of 1830 intact) "and pays Rs. 8 at present to the Mahant."

\* Wells should therefore not have given a grant in perpetuity of the Woodstock estate so far as it comprised cantonment land. He might have divided the estate into two portions, an intra and an extra-cantonment portion. For the former portion, he should have refused to give a grant, as he did in the case of other intra-cantonment estates. (cf. his rokkar, dated 4th October 1842, exhibit 128). He did not, however, do this owing to the objections of the military authorities to his definitely fixing the boundary of the cantonment property. His next best course would have been to have withheld a grant altogether. That he did not do so was probably due to the fact that he recognised that but a small portion of the estate was intra-cantonment property. He accordingly gave a grant of the whole estate. The fact of his giving the grant is proved by the list accompanying his circular letter of the 7th October 1842, exhibit 113. That the grant included the whole estate is proved by the northern boundary being given in his register of estates (see the portion of Wells' register kept in the station staff office at Landour) as the Circular Road. The register, which purports to contain the exact particulars given in the grants (cf. paragraph 8 of the Board's orders of the 4th February 1842, exhibit 40), also shows that no ground-rent was assessed and that the estate was Government property. The question, then, is what was the effect of this grant? If the grant was in the usual form (see exhibit 105), as must be presumed, then it was in perpetuity. But as no ground-rent was assessed, there was no consideration and it was not, therefore, a legally binding contract. Moreover, Wells had no power to grant intra-cantonment lands. It is true Government sanctioned the grant with the others, but in doing so it was under a misapprehension. McKie by the very fact, if for no other reason, that no ground-rent was assessed must have been aware that the grant was not intended to convey to him a perpetual lease of the whole estate. In not bringing this obvious error to the attention of Government he must be held to have been guilty of misrepresentation in the sense of section 18(2), Contract Act.

Even then under ordinary law the grant would seem to me to be invalid as regards the intra-cantonment-property portion. Section 3, however, of Act XV of 1895, "The Crown Grants Act, would appear to allow us to look at the tenor of the grant without being bound by the Evidence or Contract Acts. It runs "all provisions, restrictions, conditions and limitations ever contained in any such grant or transfer as aforesaid shall be valid and take effect according to their tenor, any rule of law, statute or enactment of the Legislature to the contrary notwithstanding." There can be no doubt as to the tenor of the grant.

My conclusion therefore is that—

- (1) the grant by Wells of the intra-cantonments portion of the Woodstock estate did not result in such area ceasing to be cantonment property;
- (2) as to the extra-cantonment portion of Woodstock estate the grantees are bound either to admit occupying it only as resumable cantonment property, or to pay Rs. 8 ground-rent a year to Government for it.

It may be seen from the comparative statement, page 79, that they actually did pay this ground-rent in 1848; but as they do not now pay it, it is clear that at some period they ceased to pay it, probably on the understanding that it was a cantonment estate.

The Colonel Norman guarantee of 1862 would not appear to me to in any way estop Government from claiming that the northern portion is within cantonments as cantonment property. Government need only cancel the qualified inclusion and then proceed to declare the portion within cantonments on ordinary cantonment tenure.

17. *The case of Edge Hill Estate.*—There is no mention of, or reference to, any agreement between any private person and the Mahant with regard to this estate in all the settlement files of 1842. Had such an agreement ever taken place it must have been mentioned, as is the case with every non-cantonment estate. Again Wells' register by leaving blank the column referring to the register of the Dún shows that no such agreement was ever recorded in the Superintendent's office. (See portion of Wells' register, kept at Station Staff office, Landour). Further, Wells in this final report by stating that "Woodstock pays Rs. 8 at present to the Mahant," when speaking of the two estates, implies that Edge Hill did not pay any ground-rent. We also know from Wells' register that the person who first built on it was a Captain Rotten, *i.e.* an army man. These facts prove absolutely conclusively that the original holder got the estate from the Commanding Officer on the understanding that it was part of cantonments. Wells' proceedings with regard to the estate were consistent with this fact. He never gave a grant of it, but especially exempted it from the estates granted. (See Wells' ~~register~~, dated 4th October 1842, **exhibit 128**, and circular letter with list of grants given, signed by the recipients, of 7th October 1842, **exhibits 112 and 113**.) He has also in his register described the estate as on Government land, which description means, when applied to Landour, that the estate was within the area leased in perpetuity by Government from the Raja and Mahant in 1830. Finally, he has not entered any ground-rent as payable. This means that the land was held by the occupant under cantonment terms as to resumption by Government when required. Brown's map (map 2) also shows that all the estate except a small portion on the south actually was within the area acquired by Government for cantonments in 1830. There can, therefore, be no doubt that this portion always has been, and is, cantonment property.

We will now consider the portion which lies outside the area acquired in 1830. Wells found that in 1842 this additional portion had been taken by the occupant in addition to the intra-cantonment portion. He accordingly included the additional portion with the estate. Now this encroachment or usurpation was an encroachment by a permissive tenant of Government's. Such a tenant could not claim adverse possession as against his lessor. Encroachments made on a third person's property by a lessee become the property by law not of the lessee, but of the lessor. The private lessee, therefore, had not in 1842 acquired any title to this additional portion. By the agreement with the Mahant in 1842 Government acquired the extra-cantonment portion of Landour on the condition that it would then and there be included in the cantonment property.

realized. Wells was therefore entitled to assign this additional portion to the Edge Hill estate. But in doing so he made it not the property of the occupant of Edge Hill, but of Government in the Military Department. He added it to cantonments. The addition was held on the same terms as the nucleus. The whole estate has therefore ever since that time, and is now, cantonment property. Some compensation, it is true, should have been settled by Government to be paid to the Mahant from the date that the addition was so taken up for cantonments in accordance with the tenor of the agreement with the Mahant. This should now be done. But the private occupant has never had a shadow of right to claim any portion of the estate as held on other than cantonment terms as to resumption by Government when required. The whole estate can therefore be declared to be within cantonments and cantonment property at any time Government may desire.

18. *Mullingar Estate.*—*Mutatis mutandis* the same remarks apply to Mullingar as to Edge Hill. The estate was always cantonment property, being assigned to the original occupant by the cantonment authorities and all within the 1830 boundary. I would point out that Wells' register shows the earliest assignee of the estate was Captain McMullen, the very first Military officer in charge of Landour (see exhibit 4). No ground rent was ever paid (*cf.* Wells' register). There cannot, therefore, be a shadow of doubt that the whole estate has always been the property of cantonments.

19. *The White Park Forest Estate.*—There is only a very small portion of this estate within the 1830 line of boundary, Government would probably be estopped from claiming this portion now. Anyway it could be of no use to Government.

## CHAPTER V.

### The Landour Bazar Question.

THE above title, owing to the paramountcy of one particular question in connection with the Landour bazar, has come to mean the question whether the municipality have the right to assess ground-rent on that portion of the Landour bazar which was relinquished by the cantonment authorities on the 1st March 1897. The portion in question is that from the post-office, or site known as the "Grand Parade" as far as Market Hill, that is portions A and B as shown in map No. 4.

We have seen that the portion from Market Hill to the Spring, which is marked B in the map, was within the original area on Landour rented by Government from the Mahant and Rája for the purpose of cantonments in 1830 (see paragraph 5 of my report on cantonments). We have also seen that the lower portion of the bazar from the Spring to the Grand Parade, marked A in map, was never acquired by any formal act on the part of the cantonment authorities, but by a process of gradual encroachment: that once so acquired it came to be regarded as a legitimate and permanent portion of cantonments; and that, although in Wells' time there was a discussion as to the propriety of its exclusion, this question was never again raised, so that it remained an unchallenged portion of cantonments until 1897, when voluntarily relinquished by the cantonment authorities. We must therefore pause to consider whether it is necessary to differentiate between the law and facts affecting the two portions, or whether the same arguments will equally apply to both A and B.

This will depend on whether we can or cannot prove as a fact that no title to land in portion A was ever given by anyone, to be precise, by the Mahant or the Rája, previous to the date when such portion came into the occupation and possession of the cantonment authorities, as above described. The following facts raise such a strong presumption in favour of this fact that it may be regarded as proved.

The portion A is called by Young in the letter above quoted (Young to Thomason, Secretary to Government, North-Western Provinces, dated 13th August 1840, exhibit 154,) "an extension" of the original cantonment-property-limits. The use of the word implies that the institution of the bazar forming the extended portion was the act of the possessors or holders of the nucleus, that is of the cantonment authorities.

Although the civil officers, Captain Fisher and Colonel Young, both showed themselves jealously regardful of private rights in recommending the extension of the cantonment limits urged by Colonel Beresford, yet neither of them ever allude to the existence or possibility of any such pre-acquired rights in the bazar-portion that was to be included. (See the 1840 correspondence).

Had there been any such pre-acquired private rights in this portion, they would most certainly have been registered by Wells in the same way as he registered the holdings situated in the 1840s and

required for its improvement, such as those of Emile and Healy. Further, in his anxiety to limit the cantonment boundary, he was certain to have made a point of the existence of such.

The individuals in possession of such rights, even if humble natives, must have claimed them when the Wells' registration and settlement was taking place. They must have protested them when the cantonment authorities were pressing for the whole bázár. The vernacular correspondence left by Wells shows that natives as well as Europeans were permitted to urge their claims before him. It is therefore practically certain that all shop-owners in portion B up to that time had derived their titles to their shops solely from the cantonment authorities.

In Brown's map of the Landour bázár (page 311 of the volume of maps in the Station Staff office at Landour) the present post-office site is called, as now, the Grand Parade. This shows that as early as 1842 the place was so called, which nomenclature argues that all the bázár, which connected such site with the nucleus of cantonments, was under cantonment dominion. There are letters from the commanding officers to Wells, showing that they took for granted their right to dispose of all new sites in the bázár from end to end, and not only to dispose of new sites, but to shift the actual occupants of old ones. See letter undated from Captain Maling to Wells, **exhibit 165**, suggesting sites for the extension of the bázár, and saying "I could find room for the butchers down the khud" See again his letter of 2nd April 1842, **exhibit 162**, "Could I obtain ground in the vicinity of the bázár, either to give gratis or for a small annual rent."

The cumulative force of this evidence is to prove that portion A as well as portion B and the rest of the Landour bázár higher up the slope was called into being, fostered, developed, and matured by the cantonment authorities, was in fact an entity of their creation. All portions had the same origin. This origin is described in Shore's letter, dated 24th March 1828, **exhibit 4**, in Lieutenant Bruce's letter, dated April 22nd of the same year, **exhibit 7**, and in paragraph 20 of Shore's letter to the Adjutant-General, dated 4th August 1828, **exhibit 8**, which shows that even the trading and artisan population for the bázár was furnished originally by the Superintendent at the request of the Military authorities.

All title, then, in portion A as well as in portion B being acquired from the cantonment officials, no occupant or heir to the interest in any site could or can deny the title of their original assigners, however irregularly title and possession was acquired by their assigners. The questions whether of law or fact are the same for both portions. The discussion merges into the one issue: "Is ground rent claimable by the municipality on the facts of the case in law and equity?"

The law on the subject is laid down in a ruling of our own High Court, *Secretary of State for India v. Jagan Prasad*, page 148 of vi, Allahabad. There it was held (top of page 156) "that cantonment authorities have no power to make a grant in perpetuity" and that the proposition is that assignments of title



"in consideration of being allowed to occupy the land gratuitously, are presumably willing to speculate in the building of houses on the chance of their remaining in cantonments for a lengthened period during which they can recoup their outlay and turn a good profit into the bargain: that during any such tenure of the site under the cantonment authorities the holders are somewhat proscribed by the rules and regulations relating to residential premises within cantonments: that, when the land ceases to be under the control of the Military authorities and reverts to Government, those rules and regulations are no longer binding, and that the assignees of the sites or their heirs in interest are freed from the restrictions to which that interest was subject: that under such circumstances there is nothing unreasonable or inequitable in Government expecting and demanding a reasonable sum from the assignee for the use and enjoyment of its land."

Now, this is not only the law at present, but would seem to have been the law from a time previous to 1842 and continuously onward from that date. For we find Wells writing in his letter to the Commissioner, dated 27th June 1842, exhibit 79, paragraph 3:

"Moreover, on the abolition of a cantonment, I believe land again becomes liable to assessment: why not so at Landour? The householders being free from the arbitrary rule respecting the sale and occupation of houses necessarily imposed in a cantonment would willingly pay a small rent on being exempted from such military laws."

Again, in the letter from the Quartermaster-General for the Commander-in-Chief to the North-Western Provinces Government, dated 9th July 1843, paragraph 6:

"Property within the military limits at Landour and property in Mussoorie is held upon tenures of a very different nature; in the latter proprietors have a permanent interest in the soil, having obtained grants in perpetuity of their several locations; whereas in the former, the land remains the property of Government, resumable at any time and the owners of the houses erected upon it are bound to give them up on valuation whenever required for military purposes."

Nothing could more clearly demonstrate the law as it obtained immediately subsequently to, and therefore presumably at the date of, the institution of the *bázár*. The law is therefore in favour of the municipality having a right to demand ground-rent.

*The equity of the case.*—We now come to the question whether such ground-rent can be demanded in equity. To begin with let us postulate that the original assignees of the sites in the *bázár* are still the occupiers. When they got their sites assigned, they knew that under the vigorous omnipotence of the commanding officer in those days, they were liable in fact, if not in law, to be turned out at his will. During the sixty years or so that have elapsed since the sites were assigned the shops have had little spent on them. They are a disgrace to a station whose *raison d'être* is a sanatorium. What was spent has been recovered several hundredfold. Advantage is even now being taken of the removal of the forceful military control as exercised through a European non-commissioned officer, who was not forced by circumstance to be so great a respecter of the law and formality as a municipal inspector, and whose power was greater, as being less known and understood, to keep those shops even more insanitary than before. The cost of policing, inspecting, and scavenging efficiently the *bázár* is out of all proportion to the amount that can be recovered from the holders by the ordinary and necessarily uniform taxes of a municipality. While other shopholders in the rest of Mussoorie have to pay ground rent, they alone are exempt. They were merely saved from the liability to ground rent at the time of the Wells' settlement by the uncertainty which prevailed whether the

land was or was not cantonment property. Wells had already calculated a rate of ground-rent (*cf.* his letters to the Commissioner, dated 26th May and 27th June 1842. **exhibits 70.** - The view taken in paragraph 5 of the Commissioner's letter to Wells, dated 23rd June, **exhibit 72,** was rebutted by Wells and was obviously ill-considered and unauthoritative).

This is arguing, however, on a mere postulate. As a matter of fact, the property has frequently changed hands, and it must be admitted at a higher price than if the assessment of a ground-rent had been seriously contemplated. But in nearly every case it will be found to have been bought up not by legitimate shopkeepers and tradesmen, but by a few speculators. A list would show this. These speculators having as a rule been old residents of Mussoorie must be deemed to have known the origin and risks of their tenure. They are not ignorant folk, but people who must have been well aware of the incumbency on them of finding out the liabilities attached to the property they were purchasing. They must have in most cases already repaid themselves their purchase-price with interest. In no other station probably in India have the assignees of bázár sites in cantonments given so little and got so much. They took the risk of building shops with the idea that their remuneration would be the patronage of the military establishment whose commanding officer granted the sites. As a matter of fact their remuneration has been the custom of the whole of Mussoorie. As stated by a former Commissioner in his letter advocating the relinquishment by the Military authorities of the bázár, "this is the Mussoorie bázár and it is improperly called the Landour bázár. The formation of the hills is such that there is no other place where a large bázár can be formed," (Letter No. 11317/XIV—22, dated 4th September 1891, to the Government in the Municipal department.) The shops were built in the expectation that the builders would be repaid their outlay in copper. They have been repaid in gold. In other cantonments such free sites have brought the assignees the pic of camp-followers: here they have brought them the cheques of holiday-making Europeans. There can be no objection, therefore, on the score of equity to the assessment of ground-rent.

I would, however, anticipate a few of the objections that might be brought in a court of law against the assessment:—

*Objection (1).—You are estopped by the failure of the original assignees to point out at the time that rent would ever be assessed on the sites.*

*Answer.*—It cannot be shown that the original assignees would not have erected shops, had this been pointed out. The presumption is that they would gladly have done so. The early correspondence shows that applicants were only limited by want of space.

*Objection 2.*—The land was the Mahant's and on relinquishment by the cantonment authorities he alone can claim rent.

*Answer.*—The Mahant gave over all the land to Government to dispose of in consideration of the payment of certain rents actual or prospective, and he has never resumed it, even if the terms of his surrender were to entitle him to do so.

*Objection 3.*—The Military authorities gave the sites out and on

*Answer.*—You cannot prove this, and even if you could, it would not help you, as you were bound to inform yourselves that they had no power to do so.

*Objection 4.*—We are trespassers and have held the land more than 60 years against Government or the Mahant, as the case may be.

*Answer.*—Your occupation has as in other cantonments been in either case only permissive.

*Objection 5.*—The sites were not given us by the commandants, but by the zamindárs (see Wells' letter to the Commissioner, dated 27th June 1842). "The land built upon at Landour has in some cases been given to the original holders by the Commanding Officer and in some cases not.")

*Answer.*—The passage quoted, if read in its context, does not refer to the bázár but to certain estates, in particular those north of the Upper Circular Road. The presumption that in every single case sites for shops in the bázár were assigned by the military officer is so overwhelming that the burden of proving the contrary is on those asserting it. Even if they could prove assignments by zamindárs or others, they would further have to prove that such assigners had a title to assign. It would appear that only the Rájá or the Mahant had any title to assign the sites and that only previous to 1842.

It might be objected that the claim to assess ground-rent would be productive of much expensive litigation. It is true that a test-case would have to be brought or forced. For that brought in 1902 against Bhagwandas with regard to site now known as "the chakla" and formerly as "Ilahi Baksh's Garden" was no test case. It was dismissed on technical grounds. But even if decided on its merits, it must have failed. The site was not in the bázár and so missed coming under the strong presumption of having been granted by the cantonment authorities. It was never even in cantonment limits until 1867. If one test-case was brought, the whole matter would probably be settled. Their present undecided tenure is not altogether satisfactory to the holders.

In connection with the question of litigation being a profitable expedient, I would point out that not only would the law seem to permit of the claim for ground-rent, but even of that of evacuation with or without compensation for buildings, as equity in each case may demand. Without acting unconscionably, the municipality might find itself in a position to effect a scheme for improvement in construction and sanitation urgently demanded by the present state of the Landour bázár.

In conclusion, I would urge that whether Government sanctions or does not the attempt to assess ground-rent, it is necessary to decide the question once for all. Perplexity in the matter has vexed every Superintendent and Chairman of the municipality since 1897. Delay in the matter may also produce complications of legal limitation. Should Government not wish the municipality to claim ground-rent, it would be advisable for it once for all to confirm and notify the title of the present holders, whatever the exact nature of that title may be held to be by Government. If ground-rent is assessed, it would appear that the Mahant is entitled to a portion of it. He has never been paid anything by the municipality or Government for the site of the extension of the bázár from

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the Spring to the Grand Parade. The question is treated elsewhere under the heading Balancing of accounts between Government or the municipality and the Rájá or Mahant, page 82 of my report. My inquiry would therefore seem to discover liabilities as well as assets for the municipality or Government. It is a two-handed engine. I can only hope that it may strike once and strike no more, so that these questions may be settled once for all.

## CHAPTER VI.

### British Lands (exclusive of the Mahant's Jagir).

THESE admit of the following tripartite sub-classification :—

A.—Private estates, or Grantees' lands.—These include all the holdings existing in 1842 and confirmed by Wells by a grant (or title-deed), and all holdings subsequently granted by Government through the local or municipal committee. They will also include sites set aside by Wells for the establishment of bázárs, which were scheduled in his register with the grants.

B.—The cultivated lands of the villagers.—There was a small area of such at the time of Wells' settlement. The area has increased since then, but does not even now probably exceed 100 acres.

C.—The unoccupied lands.—These are the most important class. The term "unoccupied" is used in the technical sense attached to it in the official records of Mussoorie. It denotes lands unoccupied by estates or cultivation, whether waste or forest-grown. This use of the term should not be confounded with the use of it in the settlement reports of the Dún generally. In those unoccupied lands meant as a rule lands with regard to which Government had made no settlement.

2. A.—*Private estates.*—These will be discussed in the chapter entitled "Record-of-rights of Mussoorie" (page 67).

3. B.—*The cultivated land of zamindárs.*—These at the last settlement amounted to about 155 acres. (See page of H. G. Ross' Settlement Report, **exhibit 254**). They probably do not exceed 100 acres now. At the time of Wells' settlement in 1842 they were much less, but until the last settlement no definite statement of their extent appears in the records. Our knowledge therefore of their extent at the various stages of the history of Mussoorie can only be guessed from incidental notices of them. In 1842 Thomson stated in the 9th paragraph of his minute (**see exhibit 42**) :

"The whole of the land occupied by houses at Mussoorie is worthless for purposes of cultivation, and entirely owes its present value to its suitability for buildings in that fine climate."

Again in the 14th paragraph of the Board of Revenue's rules for the settlement by Wells the passage occurs—

"You will perceive from the foregoing paragraphs that the Board propose to confine the extent of the settlement of Mussoorie within much narrower limits than were at first contemplated. The *malguzaree* land will be thus mostly excluded from the limits of the settlement, and at the same time the natural boundary will be given up."

(See **exhibit 40**). Again in paragraph 10 they write

"All land not included in present holdings, but available for building sites and not required by the villagers for purposes of cultivation will be marked off and included in the survey."

*The 1848 settlement.*—In statement 1 of the 1848 Settlement Report we have the cultivated areas given of all the Mussoorie villages (**see exhibit 240**); but this helps us little, as the extra and intra-municipal lands are not distinguished. The *wajib-ul-arz* of every village mentions intra-municipal cultivated land, but does not give its area (**see exhibits 245 to 251**).

The conclusion therefore to be drawn from these records of the Mussoorie settlement of 1842 and the Dún revenue settlement of 1848 is that there were certain cultivated lands belonging to the villagers within the settlement boundary from the very earliest days, but their area was not great.

*The 1866 settlement.*—The statements in this settlement report also fail to distinguish the intra and extra-municipal cultivated lands. They show, however, an increase of cultivation in the total villages. (See exhibits 252 and 253.)

*The 1884 settlement.*—Here we have for the first time a statement showing the intra-municipal cultivated areas. It is contained in paragraph 100 of the report of the settlement (exhibit 254). Unfortunately there is an obvious error in it. It gives the intra-municipal cultivated area as 284.05 acres, whereas appendix B of the report shows the total cultivated area of the village as only 233 acres. Moreover, it is clear from the settlement map that the intra-municipal cultivated area is far smaller than the extra-municipal cultivated area. I am of the conclusion that the 284 acres was an error for the same figure in bighas. This would make the Kiarkuli intra-municipal cultivated area about 69 acres, which figure agrees with the map area more or less. This error in the statement throws a certain amount of doubt on the other figures in it. If they are correct, then the total amount of intra-municipal cultivation in the British-revenue paying villages portion of Mussoorie, excluding the Mahant's jagir, at the last settlement was 155 acres. It is less now as the 36 acres of cultivation at Jharipani (though this figure would also seem too big and does not agree with those in statements A and B of the report) have now ceased to be cultivated.

There would thus now be not more than 100 acres in cultivation in the British part of Mussoorie exclusive of Chamasári.

As the cultivated portion of Chamasári has been excluded from the municipality, and as by arrangement with the Rája of Tehri the cultivators have been bought out in the Tehri lands in Mussoorie, this means that in all Mussoorie there are now only 100 acres of cultivation, and probably this estimate is too big. It is very desirable that as far as possible even these plots should be recovered from cultivation and used to produce grass or timber. A bye-law should also be passed under section 109 or 128(m) of Act I of 1900 to prohibit any extension of cultivation without special sanction.

## CHAPTER VII—C. BRITISH UNOCCUPIED LANDS.

### History of Revenue Settlements affecting the unoccupied lands of Mussoorie.

*Early British Revenue Settlements.*—"After the occupation of the Dûn in 1814 the Land Revenue was held khâm for two years."

"The Government share of the produce was calculated at the time of the harvest on an appraisal of the value of the crops, in the proportion of one-half or one-third and in some cases one-fourth of the whole"—(page 53, Chapter II, paragraph 3 of Ross' Settlement Report of 1836).

. . . *First Settlement, 1816 A.D.*—

"The amount of land at this time lying waste was enormous, because there were no hands to till it, as the population did not exceed 17,000 souls. Mr. Calvert made a settlement (the first) for four years with the headmen of the villages, taking the average of the collections in the two former years as a basis"—(page 59, *ibid*).

*The second settlement* was Mr. Moor's quinquennial settlement in 1820 A.D. Engagements were taken with the former málguzárs—(*ibid*).

*The third settlement*—also a quinquennial settlement—was made by Mr. Shore from 1825—29 A.D. The highest rate of assessment was about four annas a kutchá bigha. The so-called farmers were placed on the same footing as the zamindárs of the plains (page 60, *ibid*). It is clear that none of these settlements gave the villagers any rights in unoccupied lands. The difficulty was to obtain cultivators of arable land, and the assessments were framed per bigha on land actually cultivated (*ibid*).

*The fourth settlement.*—This was Major Young's.

"Having radical tendencies, he held diametrically opposite views and dealt a severe blow to Mr. Shore's *protégés*. Starting with the perfectly correct assumption that the proprietary right in the land had been from time immemorial vested in the Government, he jumped to the conclusion that no one else had any intermediate title at all"—(*ibid*).

"The next settlement should, therefore, be made direct with the cultivators to whom 'a grant of the proprietary right, or zamindári hak of those lands which are now actually under cultivation, shall be presented by Government as a mark of great favour and a proof of the great interest taken in their welfare to them and their heirs for ever.'" He made one exception :

"The thekadars of respectability and long standing, that is whose ancestors have held the situation and who are now resident landholders in the Dûn, shall be selected and as a matter of great favour and kindness, and in consideration of their former services, invested by Government with the rank and title of mokaddim zamindárs of all the lands now under cultivation and over which they and their families held sway as thekadars."

Engagements, he proposed, should be taken from the cultivating tenants at a general rate of three annas per local bigha (1,008½ square yards) of land under cultivation. The mokaddams would make the collections from the newly-constituted zamindárs and pay the amount of each kist into the treasury *minus* 10 per cent. as remuneration for their trouble. All land not under cultivation was to be considered the *bonâ fide* property of Government, but might be leased out, under certain conditions, to people desirous of cultivating it, on application to the neighbouring

mokaddam. The conditions of such leasing of unoccupied land and their sanction by Government are contained in Young's letter to the Commissioner, dated 28th November 1829, paragraphs 17, 18 and 19, exhibit 9.

The settlement was made on these terms for ten years, 1830—47 A.D. (60 and 61 *ibid*).

Here also it is clear that the villagers were given no rights by this revenue settlement in unoccupied lands, as such, in the Dún.

"The assessment was on cultivated land only, and at the rate of three annas per bigha uniformly. The waste land might be taken by the nearest ryot, i. e. proprietor, on application, on rates increasing till the third year, when it reached the maximum of three annas a bigha. No village boundaries were marked off, but each village was left to extend itself as it could"—page 112 of Alexander Ross' settlement report of 1852.

The area of the village in fact had never been measured, only that of land actually cultivated.

"The measurement of the Dún, under Captain Brown, took place in 1838-39. The boundaries of all the villages were determined and the cultivated, culturable, and barren land in each village measured here as elsewhere" (*ibid*).

2. *Exceptional rules for Mussoorie Unoccupied Lands.*—But at this point in the history of the Mussoorie unoccupied lands come into existence some very important special or local rules.

I mean that although Young's settlement of the Dún as a whole of 1830 gave the villages no rights in lands not actually cultivated or capable of being cultivated, the establishment of the Mussoorie settlement which had been effected by the year 1830 demanded some special arrangement for the waste unoccupied lands within the settlement. This arrangement Young proposed not formally as Settlement Officer, but as Superintendent, for he acted in both capacities. The arrangement was not a condition of the settlement, but made concomitantly with the settlement to provide for special circumstances. Its validity and life was not co-existent with the settlement, but with the law or will of Government in its executive as apart from its revenue functions.

The circumstances which appeared to Colonel Young to demand a special arrangement was the fact that private people were buying lands from the zamindárs and that Government was also taking certain sites for lines for Commissariat cattle, &c. Now if Young had in his capacity as Superintendent acted consistently with the provisions of his settlement, he would have ruled that for lands unoccupied by cultivation application should be made to Government and not to the zamindárs, such lands not being within the area secured by settlement to the villagers. Government on receiving such an application directly or through the mokaddams would have either granted them on the terms laid down (and already described) for the making of grants, or would have refused the application on the ground that such land was necessary for the grazing of the villagers, and should therefore be left as an act of grace for their use. He did not do this. His inconsistency was apparently due to the fact that the matter had gone too far. The transfers by yearly lease between private settlers and the zamindárs, though the latter had otherwise no legal rights to lease the land, had been registered in his office. This gave the transfers a sort of legal validity. On the score of equity also, he felt that they



had some claim to the lands, as many of them had been before transfer used by the zamindars with the countenance of Government as sites for cattle-pens and for grazing. He accordingly recommended to Government that the transfers and the annual rent should be confirmed and that Government should pay rent for lands which it had taken. As he did not mention that this arrangement should only apply to land already taken up, and as in his report he did not notice or appear to be aware that such payment of rent was anomalous or inconsistent with the proposed revenue settlement, he must be inferred not only to have proposed the validation of past transfers, but also the establishment of a principle to be followed in acknowledging future transfers. His recommendations were sanctioned by Government.

The proposal and sanction are exhibits 45 and 46.

3. *The fifth settlement of 1848.*—Major Young framed another ryotwari settlement in 1840. But it was never sanctioned. It was first revised by Messrs. Williams and Vansittart; but a second and final revision was undertaken and brought to a conclusion at the end of 1884 by Mr. A. Ross. The features in this settlement were as follows:—

(1) There was a revenue survey and the village area was defined.

In the previous settlements only the assessed area (ruqba), and that was only the cultivated fields, had been measured. In this settlement not only was the assessed area (ruqba) measured but also the boundaries of each village according to existing possession were marked off and mapped (page 19A, Ross' settlement report). Existing possession appears to have been determined by consideration of natural features and past acts of user. The marking off of the boundaries of villages by pillars as distinct from their ruqba or assessed area was a most important innovation from the present point of view.

It is to be noted that in so demarcating the villages A. Ross found it necessary to rely on the village revenue survey rather than on the professional survey of Browne, for three reasons—

- 1st—no reliance could be placed on the information given to Browne as to the boundaries of the villages and his mapping of the boundaries was therefore incorrect;
- 2nd—the boundaries such as they were mapped by him had not been shown on the sites by boundary pillars;
- 3rd—the professional village maps had not been kept up to date by alteration to show change of boundaries arising from encroachment, &c.

Besides the measurement and marking off of the village boundaries, there was one other important innovation. Each village was allotted in addition to its cultivated area a portion of the uncultivated equal to one-fourth of the cultivated to provide for expansion of cultivation. The rest of the uncultivated was left at the disposal of Government and possession was made and rules framed for its being allotted under the system of grants, which meant the settlement of unoccupied areas with applicants from time to time for fifty years under special terms. These allotments of unoccupied lands only dealt as a matter of fact with lands more or less capable of cultivation. It is certain that in the presence of so much

culturable land and the absence of labour no lands of the character of the unoccupied lands "hillsides steep and bare" of Mussoorie was allotted. Ross' settlement only, therefore, affected these particular lands by giving them the name of the villages to which they were attached by way of classification. It did not, any more than the previous settlements, remove them out of the immediate control of Government. It gave the villages no right in them. In fact it gave them less right in such lands than the previous settlement. For that settlement gave the villages a preferential claim to an allotment of such lands. Ross' settlement offered them as grants to any outsider, and that, too, not merely for the term of the settlement, but for fifty years. Again, moreover, that settlement had made the allotment of such lands conditional on the Government officer paying due consideration to the quantity of grazing land which it might be considered advisable to appropriate to the use of zamindárs. Mr. A. Ross' settlement did not specifically mention any such condition. No doubt in practice regard was expected to be paid to the grazing requirements of the villagers, as is clear from the following quotation from the Lieutenant Governor's direction with regard to the settlement (page 118A, Ross' settlement report).

"Culturable land to the amount of one-fourth of the cultivated land was left free of assessment (i.e. in Young's proposed settlement before it was revised by Ross) under the impression that it was required for grazing purposes. This was a mistake. There is grazing land in abundance elsewhere, and the culturable land has been generally broken up."

But this consideration for the grazing requirements of the villagers was not a condition of the settlement, but a matter of official forethought; it was dependant on grace and not on contract. Lastly, under that settlement applications for such lands were to be made through the mokaddams. Under Ross' settlement application could be made direct to Government over the head of the zamindárs and without their knowledge. The effect, then, of Ross' settlement of 1848 was to deprive the villagers of all title or rights in the unoccupied waste lands. Nor was this effect of the general terms of the settlement impaired in any way by any special conditions made applicable to the Mussoorie villages by robkars or the *wajib-ul-arzes*. It was on the contrary emphasized by them. The *wajib-ul-arzes* and robkars are quoted in another place (exhibits 245 to 251).

It will be seen that not one of them even mentions any right of the villagers to the unoccupied waste land. The language of all such clauses is in fact only intelligible on the supposition that the Government alone had the right to dispose of such lands. The clauses all deal with cultivated lands solely. The absence of any reference to the waste lands in the *wajib-ul-arz* shows that they were no concern of the villagers.

That the reverse should have been the case would have been indeed impossible in view of the then recent Mussoorie Tenure Settlement by Wells in 1842, of which the cardinal note was that the villagers had and should have no right in the waste unoccupied lands. Both Wells' settlement of 1842 and the revenue settlement of 1818 were carried out under the watchful supervision of Mr. Thomason. This alone would have prevented any glaring inconsistency between the Doon revenue and the Mussoorie tenure settlement.

4. The sixth settlement was that of Mr. Daniell's begun in 1862 and finished in 1866.

It has already been mentioned that in Ross' settlement the village boundaries had been fixed and marked, but that the area settled for (variously called the *raqba*, the *malguzari zamin*, the *zamindars' malguzari* and the *zamindari mukaddami*) was but a small portion of the village area.

This being the case, there existed no reason why the village areas should not include the whole of the Mussoorie settlement, as this classification of Mussoorie lands under the village name had existed from a date prior to the settlement, and was merely for convenience, giving no rights in other than cultivated lands (except the right under the peculiar circumstances mentioned above to ground rent for bungalows). That the village areas therefore did include every yard of British Government land in the Mussoorie settlement is certain on the above consideration. It is also certain from the village record-of-rights (*wajib-ul-arz*) and *robkars* referred to above on this page which mention fields within the settlement being used for bungalows.

Finally it is proved by the northern boundary of the village in question in the settlement map of A. Ross' settlement of 1848 being shown as "ilaka Rája Tehri," a province of the Rája of Tehri. Now Daniell's settlement map does not show the boundaries or name the tract immediately outside it. But a comparison of the areas assigned to the villages in question by him with that assigned by preceding and subsequent settlements show that his village areas included all Mussoorie.

As an instance I will give Kiarkuli.

1848.	Acre.	1864.	Acre.	1884.	Acre.
Kiarkuli undivided ...	11,024	Kiarkuli Bhatta ... Rikhowles ... Bhiturli ...	4,080 7,239 2,708	Kiarkuli Bhatta ... Bhtarli ... Kikoli ...	3,708.66 3,154.80 3,638.31
			11,024		9,401.77

Daniell divided the originally single mixed *mahál* of Kiarkuli into three *maháls*—(page 42, Settlement Report of 1884).

The above figures show that this village area was the same as that of A. Ross' settlement, and more than that of the subsequent settlement (H. G. Ross' of 1884). But the map of H. G. Ross' settlement gives *ilaqa Tehri Garhwal* as the northern boundary. It is perfectly clear therefore that the village area in Daniell's settlement included all Mussoorie within British dominions.

This detailed proof may appear superfluous, but it is necessary to show that whatever action Daniell took with regard to the unoccupied waste lands of the Mussoorie villages affected every yard of unoccupied waste lands in the British part of the Mussoorie settlement.

The great feature of Daniell's settlement was the extension of assessment from the cultivated area (*raqba*) to the whole village area, including forests and waste unoccupied lands.

I proved this fact in the case of *Bhani vs. Secretary of State*, which I tried as Subordinate Judge. Government by not appealing would appear to have concurred with this finding.

I will, however, again mention paragraphs from the Settlement Report of Mr. Daniell which prove it. In the Board of Revenue's review, paragraph 22, there occurs the following :—

*Assessment of Forest lands.*—

"But beside the assessment on cultivation, there had to be made a valuation survey of all waste lands, chiefly with regard to the forest lands included within village boundaries. Though careful to show the precautions which he adopted in estimating the annual value of such waste and forest tracts, Mr. Daniell has not stated in every case the date on which his assessments were actually framed. The present occasion,"

he points out,

"is the first in which the Doon Zamindarèe forests have been taxed in settlement, and as I have settled no villages having large tracts of forest in perpetuity, the Government will not in the end be any loser by my having adopted a mild scale of assessment."

Again the Commissioner in his review makes the following remarks :—

*Paragraph 23.*—

"A mauzah or village is a parcel or parcels of lands having a separate name in the revenue records and known limits."

*Paragraph 29.*—

"Mr. Daniell has measured and mapped each village (i.e. parcel of lands with known names and boundaries) separately and has assessed each village as a separate estate."

*Paragraph 37.*—

"I need not repeat Mr. Daniell's reports in paragraphs 34 to 42 of appendix, regarding the tenures and arrangements in certain hill estates, but I may briefly notice that of the Malkote estates, 8,051 acres, all that contained anything like valuable forest, have been made over to the Forest Department."

(No Mussoorie village is included in these exceptional hill estates. The waste land was therefore included in the settlement as in the rest of the Dún.)

*Paragraph 51.*—

"In many cases he would not appear to have made sufficient allowance for possible income from forests, for future improvements, for the possibility of bringing large waste tracts under cultivation."

*Paragraph 53.*—

"These forests and waste lands have for ages been used only for grazing cattle. Hitherto they have been of no value and yielded little or nothing."

*Paragraph 54.*—

"It must be remembered that in previous settlements none of these were assessed at all. I desired that where the waste area in an estate was excessive, it should be treated under section 8, Regulation VII, of 1822, and transferred to the Forest Department. But the legality of this was doubtful, and eventually it was determined to assess the lands. But altogether about 25,000 acres have been reserved as Government property."

*No. 98 of the summary of assessments Temporary Settlement.*

"Kiarkolee Bbutta :—

Productive area (maigoosaree)	...	...	...	...	...	101	acres.
Cultivated area	...	...	...	...	...	65	"
Culturable	...	...	...	...	...	66	"
Hills	...	...	...	...	...	8,989	"
Of this bearing forest	...	...	...	...	...	600 or 700	"
Proposed demand	...	...	...	...	...	280	Rs
For cultivated	...	...	...	...	...	140	"
For forest	...	...	...	...	...	140	"

and similarly for two other villages.

Again in Mr. Daniell's report :—

*Paragraph 8.*—

"Concerning the waste and forest lands. It having been considered that there had not been a sufficient charge made on account of land which was lying waste, and on account of tracts of jungle which were included within village boundaries, I was directed to re-examine and, where necessary, re-assess such lands."

*Paragraph 10.*—

"My work, therefore, was as follows :—

2ndly.—To examine all cases where any considerable tracts of waste land or forest were included in village areas, and to assess the same wherever I found these lands to be inadequately assessed."

(This of course was inaccurate. The waste lands had not been assessed before. The meaning was to

"assess the same wherever I found that the assessment paid by any village for its non-waste land was inadequate as an assessment for the non-waste and waste land together."

E. H. A.).

*Paragraph 20.*—

"The waste land tracts and forest tracts in a large portion of the lower classed villages obliged me to apply new assessments, and I therefore went through the whole district, and from first to last took fresh agreements throughout, and made up fresh statements, Nos. II and III, and new administration and khewat papers."

*Paragraph 57.*—

"As noted early in this report, one of the operations to be performed was to make a valuation survey of all waste lands, chiefly with regard to the forest lands included within village boundaries; I have done this carefully, and have in each instance, where a sufficient charge has not been made on waste lands, revised the jumaa."

*Paragraph 64.*—

"Of course I had various kinds of forests, some bearing but little good timber and that scattered over large tracts of hill country; others with considerable forest area on record, but only in a very few patches could be found any tract of forest at all fitted for market."

*Paragraph 66.*—

"The present occasion is the first on which the Doon zamindaree forests have been taxed in settlement."

*Paragraph 82.*—

"There are 188 Khalisa mehals in Western Doon and 151 in Eastern Doon."

*Paragraph 83.*—

"The totals of the 339 mehals are as follows :—Western Doon 188 estates :—

	Acres.
Total area	113,969
Barren and forest	80,589

"The proposed jumaa amounts to Rs. 24,857, giving the following rates :—

	As.	p.
On whole area of	8	6 per acre.
On malgoosars of	7	486 "
(i.e. productive area.)		
On cultivated area of	13	7 "

*Paragraph 37.*—

"Regarding Malkote proper :—

"In this block each owner has his cultivated land marked off, of which he is sole proprietor. The remainder of the land, composed of rocky hills, is recorded as the entire property of Government, but until such time as Government may wish to reclaim or use any portion of the whole of it, the waste area is put at the disposal of the cultivating community for grazing and hut building purposes."

(This passage shows that Mr. Daniell made exactly such an arrangement as was desirable for Mussoorie waste lands in certain specified other

villages, none of them Mussoorie villages. The result of his making no such arrangement in the case of the Mussoorie villages was that the waste land was merged in the zamindari land. *Exceptio probat legem.*

I have given this lengthy quotation of passages, as the discovery of the effect of Daniell's settlement came as a shock and rude awakening to the Mussoorie public and officials, and like most unpalatable truths it found some difficulty in at first obtaining credence. The quotations show that the act of assessing the waste and forest lands was done advisedly and with the direct sanction of superior authority as regards the Dún as a whole, though, no doubt, it was due to an oversight that its effects on the Mussoorie settlement were not foreseen, and the municipal area not specially exempted from the general operation of the principle. The quotations also show us that the reason for assessing forest and waste lands was the recognition of the principle that zamindárs should pay revenue for forest-bearing land as well as for grain-bearing land.

This principle was reiterated and emphasized in the following settlement. The effect, then, of Daniell's settlement was to make over to the zamindars the Mussoorie unoccupied lands and thus to abrogate the provision of Wells' settlement that such lands should be left at the disposal of the Local Committee for the use and expansion of the Mussoorie settlement. To quote Crooke (page 283: "The North-Western Provinces of India") :—"Such waste lands are now no more the property of the State than a Scotch moor or an Irish bog."

5. *The 1884 settlement.*—We now come to the following settlement—that of Mr. H. G. Ross in 1884. The feature of his settlement was the separate assessment of the forest-grown area within the villages. As is stated in paragraph 19(b) of page 46 of the settlement report of 1886—"Forests were not *separately* assessed at last settlement, yet they were taken into consideration in fixing the revenue."

This remark read in the light of the quotations from the settlement report of Mr. Daniell means this :—

Previous to Mr. Daniell settlement in 1866 the settlements had secured to the zamindars only the arable land, that is the land productive of crops, and the assessment of Government revenue had been calculated on so many annas per acre. The waste lands and forest lands were left at the disposal of Government.

Mr. Daniell's settlement secured to the zamindars not only the arable lands but also the waste lands, and the Government area was calculated on a general consideration of the value of such waste lands as distinct from a consideration of their value per acre.

Mr. Ross' settlement extended to the forest land the system of assessment by a calculation per acre, which had hitherto been only applied to the arable lands. The waste lands were thrown in free with the arable and forest lands as 'siwai' (see statement page 282, settlement report of 1884). His settlement, therefore, like Mr. Daniell's, secured to the zamindars not only the arable lands, but also the forest and waste lands.

Mr. Ross, however, perceived a consequence arising from this which Mr. Daniell had not foreseen. It was that, by thus settling with the Mussoorie villages for waste lands, the Government would be reversing

their former policy of reserving such unoccupied lands as were within the boundaries of the settlement for the expansion of the settlement. It would have the effect of extending the villages into the settlement. I will pause here to state the probable reasons for this oversight of Mr. Daniell.

6. *Comparison between Daniell's and Ross' local knowledge.*—Mr. Daniell had never been Superintendent of the Dún, and as far as I can ascertain had never held any position in this district. He would not accordingly be acquainted with the early history of the Mussoorie municipality and its complicated tenures. Moreover, in the years when he made his settlement, the very officials of the Dún would seem to have become oblivious to the Mussoorie settlement of Mr. Wells in 1842. This fact I could prove by a host of instances. I will be content with citing two notable ones.

The Mussoorie municipality had been allowed to begin and continue paying ground-rent to zamindars in direct contradiction of Mr. Wells' settlement.

In 1868 when the Municipal Improvements North-Western Provinces Act came into force, the Government made a notification, No. 1962A, dated 7th October 1869, in direct contradiction and apparently total misapprehension of the terms and conditions of Mr. Wells' settlement. This official blunder was probably due to the rapid changes in the Superintendentship of the Dún during this period. From 1860 to 1866 there were five interruptions of the Superintendentship (*cf.* page 68, paragraph 40 of the Settlement Report of 1886).

Moreover there was little unofficial memory to assist the official. A new generation had arisen in Mussoorie since Wells' settlement in the days of the Pioneers. Lastly, Mr. Wells' proceedings had never been consolidated in a report. His records had never even been arranged or printed. It was probably as impossible then, as it is now, for a Superintendent to spare the time from his routine duties to delve in the mass of robkárs, reports, letters, official and otherwise, which must be perused to obtain a correct and comprehensive view of Wells' proceedings. The records are in some instances of such a peculiar character that a hasty or incomplete perusal of them is certain to leave a distorted or erroneous impression of facts.

Nor again were the settlement report and settlement papers of the previous settlement of a character to suggest to Mr. Daniell the necessity of special provisions for the Mussoorie area. The report does not mention the name of Mussoorie. The *wajib-ul-arzes*, although implying the Government, *i.e.* the municipal, right to the unoccupied lands, would not suggest the fact to any one not alive to the Mussoorie question, and initiated in its history.

The above facts fully account for an ignorance on Mr. Daniell's part and an apathy on the part of the Mussoorie officials, which would otherwise have been inexplicable.

His successor as Settlement Officer, Mr. Ross, had no such excuse. He was Superintendent for about 12 years or half his official life-time. He could not fail to see the consequences of settling with zamindars for waste lands within the settlement boundary. He accordingly drew up

a list of such villages with the areas within the municipal boundaries, (they are given on page 28, paragraph 100 of the Settlement Report of 1886), and attempted to obviate the effect of settling with the zamindars for such waste lands by inserting the following clause in the *wajib-ul-arz* of such villages:—

“In the portion of this village inside the Mussoorie municipal limits we have no rights except in the land actually cultivated at this present time. In the rest of the land we have no right to cultivate, except with permission of the municipal committee. In the forest land we have merely a right to graze our cattle and take fuel for our own household work. Whenever the land is taken up by the municipality, we shall be entitled to compensation for our cultivated land only; for the remainder we will be entitled to two-thirds of the land-rent collected by the municipality, the municipality keeping the remaining one-third.”

It is curious to observe that even he (Mr. H. G. Ross) did not adhere strictly to the true interpretation of the provisions of Wells' tenure-settlement. His clause to have preserved strict conformity with those provisions should have run ‘for the remainder we will be entitled to no rent, the municipality keeping the whole’—(see paragraph 9 of Thomason's minute, **exhibit 42**, read with the letter dated 20th January 1842, from Government to the Board, **exhibit 50**).

No doubt he was aware of this, but made the concession in order to obtain the zamindars' sanction, and being aware that such a condition could not under settlement rules be forced upon them. The report goes on to say:—

“This has been agreed by all the zamindars concerned, except a few who claim to have had their land already assigned to them by the municipality, and that it is no longer ‘unoccupied.’ This question of the disposal of these unoccupied lands is one of considerable importance for the municipality. It is certainly desirable that no further unauthorized extension of cultivation should be allowed, and that the rights of the municipality should be carefully guarded in future. The small amount of revenue, viz. Rs. 60, assessed on the cultivated patches within municipal limits is credited to Government.”

As a matter of fact no formal agreement was ever obtained from the zamindars, and when Government attempted to enforce the proposed condition on the occasion of the municipality wanting the lands to make a reserved forest by action under the Forest Act, the zamindar of Kiarkuli sued Government and the municipality (*Bhani vs. Secretary of State and others*) and got a declaration that the land was his zamindari, and could only be acquired under the Land Acquisition Act. That decision holds good. In the absence of any special condition the land would, like the waste land in the rest of the Dún, belong to the zamindars during the period of settlement, having, although not assessed, been included by H. G. Ross in the areas settled for, that is in the mohals. Even if the fact of its non-assessment were to be held—though I fail to see how it could be so held—to render this land outside of the area secured to the zamindars by the settlement, still it would continue theirs in virtue of Daniell's settlement, inasmuch as there is nothing in the subsequent settlement to abrogate Daniell's act of including these unoccupied lands within the boundary of the village mohals. The next question is what is the permanent and irremediable effect of the settlement by Mr. Daniell in 1866 with the zamindars for the Mussoorie unoccupied lands.

7. *The future*—At the coming revenue settlement assessment can be made on these lands only according to the actual assets, which are small. The zamindars are certain to accept it. The only means in law



therefore whereby the municipality can recover the lands is now the Land Acquisition Act.

There is some chance, however, of the villagers of Kiarkuli voluntarily relinquishing their title in the inner blocks of these lands in return for the exclusion of the outer blocks from the municipal area and, consequently, their release from the operation of municipal regulations. Anyhow by compromise or otherwise it is vital for the municipality to re-obtain some of these lands. Otherwise the station will be starved of fuel and grass.

## CHAPTER VIII.

### Tehri Lands.

For the area occupied by estates I would refer to my chapter entitled "Record of rights" of Mussoorie.

The history of the unoccupied lands is fully given in Mr. Winter's report, **exhibit 283**.

There now remain no unoccupied Tehri lands and no cultivated Tehri lands, since by the agreement and sale of 1897 (see **exhibits 283 and 285**) the Rája turned out the cultivators and gave to the municipality and Secretary of State for India, as joint parties, a perpetual lease (convertible at the lessees' option upon capitalization of the yearly rent into an absolute sale) of all his rights in these lands.

## CHAPTER IX.

### The Mahant's Lands.

SINCE the 1,517 acres of Chamasari have been re-transferred to the Mahant (see chapters XI and XIV) the intra-municipal portions of the Mahant's lands cease to present any problems, being all taken up either by cantonments or private estates, except the Landour Bazar which is dealt with separately under chapter V.

## CHAPTER X.

*This chapter for reasons noted therein cannot pretend to the finality of the rest of this report.*

### Record of Rights of Mussoorie.

The different tenures of Mussoorie may be broadly divided as follows :—

- (a) Estates.
- (b) Unoccupied lands held by Government or the municipality.
- (c) Lands held by the villagers.
- (d) Cantonments.

2. *A. Estates. Total area.*—Neither Brown in 1842 nor Kinney in 1875 left any separate record showing the total area held by private persons. By totalling up the areas stated in the estate plans, however, I find the areas to have been as follows :—

Brown	...	9,110 acres including cantonment estates.	
Kinney	...	9,314 acres (non-cantonment).	
		1,070 acres cantonments.	
Total	...	10,384	

If then we add to Brown's figure the areas, given by Kinney of encroachments by private estates on, and of new grants since Wells' time, of unoccupied lands—

<i>e. g. in Kiarkuli villages</i>	...	...	210
Encroachments in Tehri	...	...	144
Chaiouli Grant	...	...	580
		Total	934

we got 9,100 + 934 = 10,034.

As Kinney, however, appears in some cases to have included areas disputed by two estates in both claimant estates, a deduction must be made for this from his total.

Moreover, owing to the form in which Kinney's figures are given, and the frequent corrections, etc., they cannot be regarded as very exact. Brown's and Kinney's estates' area appears therefore to practically agree. The area occupied by estates may be roughly said then to be 9,000 acres.

*Estates are of three classes.*—These estates may be again subdivided into those

- (1) paying ground rent (or which ought to do so),
- (2) those owned in fee simple,
- (3) estates used by Government itself or the municipality.

A. (1) I here append a comparative statement of the estates paying ground-rent with the names under which they paid in 1842 and the names under which they now pay :—

## REPORT ON THE LAND TENURES OF MUSSOORIE.

Comparative statement showing estates granted in 1842 with ground-rents: estates now paying ground-rent, and estates granted since 1842.

No.	1842 estates.	Ground-rent in 1842.	Present estates.	Ground-rent paid now.	Duplicatedly charged estates, see note 1 at end.	Be. a. p.	Remarks.
		Rs. a. p.		Rs. a. p.			
1	Abbey ...	20 0 0	Abbey ...	20 0 0	...	...	
2	Acorns ...	5 0 0	Oaklands ...	5 0 0	...	...	Best evidently transferred to Oaklands.
3	Airfield ...	9 0 0	Airfield* ...	5 0 0	...	...	The loss of Rs. 4 is unexplainable.
4	Athenesum ...	8 0 0	Undercliff* ...	40 0 0	...	...	Some money subsequently assessed for unoccupied lands north of Athenesum taken up in 1863 (see supplementary register 141); also Rs. 10-10-0 proposed as assessment on Undercliff unoccupied lands not known paid.
	Godown ...	8 0 0	...	...	...	...	
	Hermitage ...	8 0 0	...	8 0 0	...	...	
	...	...	...	...	Oxford House* ...	0 15 9	
5	Balla Hisar ...	12 0 0	Balla Hisar ...	8 0 0	...	...	Rs. 6 believed to be remitted on account of owner handing over a portion of the ground for a public road.
6	Bassett Hall ...	6 0 0	Bassett Hall ...	6 0 0	Bassett Hall also gets from—	Be. a. p.	
...	...	...	...	...	Church View ...	3 0 0	...
...	...	...	...	...	Grey Castle ...	0 5 0	...
...	...	...	...	...	St. Andrew ...	0 6 0	...
...	...	...	...	...	Mar Lodge ...	0 4 0	...
...	...	...	...	...	Glenleg ...	0 3 0	...
...	...	...	...	...	Total ...	4 2 0	...
7	Bellville ...	6 0 0	Municipal Hall ...	...	...	...	Apparently on purchase by municipality ground rent was not continued. This was a mistake as municipal property is different from Government property assigned for management to municipality.
			Barnside ...	...	...	...	
			Glenhead ...	...	...	...	
			Albany Lodge ...	...	...	...	
8	Bellvue ...	10 0 0	Doon Side ...	10 0 0	...	...	
9	Bhadraj Grant ...	178 0 0	Clover Cottage ...	178 0 0	...	...	
10	Bhatta House ...	3 0 0	Whyt Bank Castle ...	8 0 0	...	...	
11	Blutcher's Hill ...	2 8 0	High lauds ...	3 8 0	...	...	
12	Botanical gardens ...	6 0 0	Botanical gardens ...	—	...	...	Will be paid for in future by municipality.
13	Brucely Cottage ...	10 0 0	Brucely Cottage ...	10 0 0	...	...	
14	Brewery (new) ...	46 0 0	Brewery (new) ...	46 0 0	...	...	
15	Brewery (old) ...	10 0 0	Brewery (old) ...	10 0 0	...	...	
16	Brooklands ...	12 0 0	Brooklands ...	12 0 0	...	...	
17	Cainville ...	43 0 0	Cainville ...	21 0 0	...	...	Ought to pay Rs. 19-3-0.
			South Wood* ...	...	...	...	
			Falcon's Nest and Groom's Bridge ...	0 8 0	...	...	
...	Shawfield ...	1 5 0	...	...	...	...	

\* Estates marked thus \* require investigation by perusal of owner's title-deeds and search through old ground-rent and supplementary registers.

Comparative statement showing estates granted in 1842 with ground rents: estates now paying ground-rent, and estates granted since 1842—(continued).

1842 estates.	Ground-rent in 1842.	Present estates.	Ground-rent paid now.	Duplicatedly charged estates, see note 1 at end.	Remarks.
	Rs. s. p.		Rs. s. p.	Rs. s. p.	
Stallion Lodge	2 0 0	Wyncliff	2 0 0	...	
Wesley Cottage	2 8 0	Causley Cottage	2 8 0	...	
Wesley Cottage	7 0 0	CHM Cottage	6 0 0	...	
		Samson House	1 0 0	...	
Wood End	28 0 0	Cloud End	28 0 8	...	
Wesley Lodge	5 0 0	Clower Lodge	13 0 0	...	
Wesley Hall	8 0 0	...	8 0 0	...	
...	...	...	...	St. Clair	6 0 0
Constantia and Wynberg.	10 0 0	Constantia and Wynberg.	10 0 0	Also were charged by municipality:—	
...	...	...	...	Rs. s. p.	
...	...	...	...	Strongitboru 1 8 0	...
...	...	...	...	Elliville 1 8 0	...
...	...	...	...	Cedar Lodge 1 0 0	...
...	...	...	...	Site below Mubsoorie Hotel (now Wynberg) 3 0 0	...
...	...	...	...	Arundel 3 0 0	...
...	...	...	...	Total 10 0 0	...
Wesley (The)	8 0 0	Charleville	8 0 0	...	
Wesley Cottage	4 0 0	Crag Cottage	4 0 0	...	
...	...	Dennis Castle	6 0 0	...	
Wesley Castle	10 0 0	Henry Villa	3 0 0	...	
...	...	Glen Gowau	3 0 0	...	
Wesley View	4 0 0	Doon View Cottage.	4 0 0	...	
...	...	Eagle's Nest	4 5 0	...	
...	...	Eagle's Nest Cottage.	0 9 6	...	
Wesley's Nest	3 0 0	Clairville West	1 5 3	...	
...	...	Charlie Mont	1 11 0	...	
...	...	Ivy Villa	0 13 3	...	
Wesley Point	3 0 0	Supposed to be Yusuf Moham-mad Shsh, opposite Police Chowki Kolu	...	...	Not understood why does not pay, should pay.
Wesley House	...	Part of Hawthornden (see under Hawthornden for rent.)	...	...	
Wesley Farm	40 0 0	Fairview*	25 0 0	...	This is an overcharge. Fairview together with old Fattle Chut (present Lambhar) use Rs. 5 but Lambhar does not pay Rs. 5 per acre.

Comparative statement showing estates granted in 1842 with ground rents: estates now paying ground-rent, and estates granted since 1842—(continued).

No.	1842 estates.	Ground-	Present estates.	Ground-	Duplicatedly charged estates, see note 1 at end.	Re. a. p.	Remarks.
		rent in 1842.		rent paid now.			
34	Fateh Chat ...	5 0 0	...	5 0 0	Lambidbar ...	5 0 0	
35	Glanvilia ...	4 0 0	Glanvilia ...	4 0 0			
			Glenlyon ...	2 0 0	...	...	
			Strawberry Bank	1 8 0	...	...	
36	Glenlyon ...	8 0 0	Health Hall ...	1 8 0	...	...	
			Joan House ...	1 8 0	...	...	
			Jura House ...	1 8 0	...	...	
37	Godowna ...	...	See Athenaeum ...	...	...	...	
38	Grant Lodge ...	5 0 0	Mussoorie School (now Savoy Hotel).	5 0 0	...	...	
39	Gravel Lodge ...	5 0 0	Gravel Lodge ...	5 0 0	...	...	
40	Jharjani Cottage	10 0 0	Crown Brewery ...	10 0 0	...	...	
41	Hampton Court House.	8 0 0	Hampton Court...	8 0 0	...	...	
42	Hawthornden ...	7 0 0	Hawthornden ..	18 0 0	...	...	
	Evergreen ...	4 0 0					
	Monti Cap ...	7 0 0					
43	Hermitage ...	...	See Athenaeum ...	...	...	...	
44	Himalaya Club ...	17 6 0	Himalaya Club ...	17 6 0	...	...	
45	Hollow Oak ...	5 0 0	Hollow Oak ...	5 0 0	...	...	
46	Hop Garden ...	5 0 0	Hop Garden ...	5 0 0	...	...	
47	Hymen Cottage...	2 0 0	Hymen Cottage...	2 0 0	Exchange (The) ...	2 0 0	By mistake the Ex- change is also charged Rs. 2.
48	Kandy Lodge ...	50 0 0	Kandy Lodge ...	50 0 0	...	...	
49	Kennilworth ...	15 0 0	Kennilworth ...	15 0 0	...	...	
50	Kinr'd ...	18 0 0	Snowden *	36 0 0	...	...	Apparently is paying for unoccupied lands.
51	Kincraig ...	5 0 0	Kincraig ...	11 0 0	...	...	Excess land taken up in 1875.
52	Kirklands ...	4 0 0	Kirklands ...	4 0 0	...	...	
53	Kuchar Lodge ...	...	See Clover Lodge	...	...	...	
54	Laurel Bank ...	4 0 0	Laurel Bank ...	4 0 0	...	...	
	Logie ...	0 0 0	Logie ...	4 0 0	...	...	
55	Meeting of the roads	1 0 0	Vermont ...	3 0 0	...	...	
56	Manor House ...	31 0 0	Manor House } Or St. George's College.	31 0 0	...	...	
57	Maple Hayes ...	6 0 0					
58	Maryville ...	20 0 0	Maryville ...	20 0 0	...	...	
59	Meeting of the roads	...	See Logie	...	...	...	
60	Midlands ...	12 0 0	Midlands ...	12 0 0	...	...	

Estates marked thus \* require investigation by perusal of owner's title deeds and search through old ground rent list and supplementary registers.

REPORT ON THE LAND TENURES OF MISSOURI.

Comparative statement showing estates granted in 1842 with ground rents: estates now paying ground-rent, and estates granted since 1842—(continued).

No.	1842 estates.	Ground-rent in 1842.	Present estates.	Ground-rent paid now.	Duplicate charged estates, see note 1 at end.	Remarks.
		Rs. s. p.		Rs. s. p.		Rs. s. p.
61	Midstream	9 0 0	Midstream	9 0 0	...	...
62	Millerie	3 0 0	Liverton	3 0 0	...	...
63	Millner Cottage	1 0 0	Zephyr Lodge	1 0 0	...	...
64	Monastery	8 0 0	Monastery	8 0 0	...	...
65	Mount Capes	7 0 0	See Hawthornden	...	...	...
66	Oakgrove	36 0 0	Kinlock's estate	41 14 1	...	Repays 8 acres, probably for unoccupied lands.
	Munroe's Hut	3 0 0	See portion (Kinlock estate)	5 1 4	...	
67	Muscorie Cottage	4 0 0	Sandford Hall	4 0 0	...	...
68	Muscorie Seminary.	35 0 0	Lyndale	35 0 0	...	...
69	North portion (Cantly's).	2 8 0	Livlands	2 8 0	...	...
70	Oakbush	5 0 0	Oakbush	5 0 0	...	...
71	Oakden	53 0 0	Oakden	53 0 0	...	...
72	Oakgrove	...	See under 66	...	...	...
73	Oaks (The)	8 0 0	Oaks (The)	3 0 0	...	The deficit of Rs. 1-8-0 cannot be explained.
...	...	...	Oak Cottage	1 8 0	...	...
			Fair Oaks	1 0 0	...	...
			Oakleaf	1 0 0	...	...
74	Park Corner	2 0 0	...	...	...	Apparently should pay
75	Park House	25 0 0	Park	25 0 0	...	...
76	Parsonage	10 0 0	Parsonage	10 0 0	...	Also gets Rs. 10 from Hazelmere.
77	Peak (The)	8 0 0	Albert Hall	8 0 0	...	...
78	Phoenix Lodge	5 0 0	Phoenix Lodge	5 0 0	...	...
79	Priory	8 0 0	Priory	8 0 0	...	...
80	Ratcliff	3 0 0	Frosty Hall	8 0 0	...	...
81	Retreat	7 0 0	Retreat	19 0 0	...	Repays 12 unoccupied lands.
			Rockcliff	28 12 6	...	...
82	Rockcliff	46 0 0	Farm Hill	16 0 0	...	...
			Kitchery	1 4 0	North View	0 0 0
83	Boas Cottage	2 0 0	Boas Cottage or	2 0 0	...	...
			Hosbroke Villa	...	...	...
84	Scott's Shop	2 0 0	Himalaya Hotel	2 0 0	...	...
85	Tunlabad	3 0 0	Leopard Cottage	11 0 0	...	...
			Silla Cottage*	6 10 0	...	Difference of amount not easily explainable.
86	Rockar Lodge	4 0 0	...	...	...	
86	Silverton	5 0 0	Silverton	5 0 0	...	...

\* Estates under this \* require investigation by perusal of owner's title deeds and search through old records and supplementary registers.



## REPORT ON THE LAND TENURES OF MUSSOORIE.

Comparative statement showing estates granted in 1842 with ground-rents: estates now paying ground-rent, and estates granted since 1842—(continued).

No.	1842 estates.	Ground-rent in 1842.	Present estates	Ground-rent paid now.	Duplicate charged estates, see note 1 at end.	Remarks.	
	Rs. s. p.		Rs. s. p.		Rs. s. p.		
87	South portion ...	3 6 0	South portion ...	3 6 0	—	In Wells' time the Chutley Cottage House Estate for the purpose of ground-rent assessment was subdivided into "North portion" and "South portion". "North portion" is now "Livestock" and "South portion" together with land to the north is Damsbarn. Although "South portion" is now the north portion of Damsbarn, it retains its old name.	
88	Spring Cottage ...	5 0 0	Spring Cottage ...	5 0 0	—		
89	Storm Hall ...	7 0 0	Sevecombs ...	7 0 0	—		
90	St. Helens ...	5 0 0	St. Helens ...	5 0 0	—		
91	Tota Hall ...	3 0 0	Sunny Side ...	3 0 0	—		
92	Tundlabed ...	3 0 0	Leopard Lodge ...	11 0 0	—	Rs. not explainable.	
93	Vale Head ...	2 8 0	Vale Head ...	2 8 0	—		
94	Walnut Grove ...	6 0 0	Walnut Grove ...	6 0 0	—		
95	Willow Bank ...	4 0 0	Willow Bank ...	4 0 0	—		
96	Violet Bank ...	4 0 0	Violet Bank ...	4 0 0	—		
97	Waverley ...	26 0 0	Glenroech ...	8 12 0	Oakley Cottage* ...	4 0 0	The cross may be for unoccupied land of Waverley taken up.
			Glenroech Lodge ...	3 4 0	Boosemary Cottage* ...	3 0 0	
			Waverley Bank ...	2 0 0	Tullimet* ...	1 0 0	
			Convent ...	12 0 0			
98	Woodville ...	27 0 0	Woodville Hotel ...	2 0 0			Difference of 12 annas not traced.
			Woodville Cottage ...	2 0 0			
			Mount Martyr ...	1 0 0			
			Post-office ...	2 0 0			
99	Zephyr Cottage ...	16 0 0	Zephyr Hall ...	0 10 0			
			Studio ...	1 0 0			
			Rink ...	2 0 0			
			Rockwood ...	0 4 0			
			Deer's Hollow ...	0 4 0			
			Chalet ...	0 2 0			
			Raven's course ...	0 8 0			
Woodbyre ...	0 8 0						
100	Childer's Lodge ...	20 0 0	Glenville House ...	4 8 0			Post by extra land
			Tale House ...	1 8 0			

Estates situated towards Landow

100 Childer's Lodge ...

Post by extra land

Comparative statement showing estates granted in 1842 with ground-rents: estates now paying ground-rent, and estates granted since 1842—(continued).

1842 estates.	Ground-rent in 1842.	Present estate.	Ground-rent paid now.	Duplicatedly charged estates, see note 1 at end.		Remarks.
<i>Estates situated towards Ludlow—(concluded).</i>						
	Ra. s. p.		Ra. s. p.			
East	16 0 0	Elcot*	10 0 0	...	...	Possibly given over land to Rockcliff.
Farm	16 0 0	Possibly under Rockcliff.	...	...	...	
Midlands	12 0 0	Midlands*	12 0 0	...	...	
Midlands	21 0 0	Ajit Perabada land.	...	...	...	
Oakville	18 0 0	Oakville	22 0 0	...	...	
Bardeas	10 0 0	Baycroft or Ashton Court	6 0 0	...	...	
Rockville	14 0 0	Rockville	263 0 0	Possibly includes The Farm.	...	Now held by Koob Chund; about 1872 extra lands were taken up. Difference not explained. Should pay now. A letter exists stating rent was paid to the Raja of Tehri and Mahant direct. None is so paid.
South Hill	3 13 0	South Hill	12 10 0	...	...	
Woodstock	8 0 0	Woodstock	...	...	...	
<i>Rajpur Basde.</i>						
Att's godown	9 0 0	Lalla Dbum Singh.	44 1 0	...	...	
Victoria Hotel	15 0 0					
Trucks of encampment ground.	...	Malle and Golab...	3 0 0	...	...	
		Moorlee	0 12 6	...	...	
Ditto, south	...	Jhonna Mull	...	...	...	
Madan Hotel	9 0 0	Mathura Dass	0 12 6	...	...	
		Jawar and Balak.	0 11 6	...	...	
		Baroo and Jaikwar.	0 8 0	...	...	
		Bhugmans and Kewal.	0 7 0	...	...	
		Jamna and Chiranjee.	0 4 6	...	...	
		Kooni and Rama	0 4 6	...	...	
		Prem and Dbumie	0 4 6	...	...	
		Ramjee Dass and Bhugwans.	0 4 6	...	...	
		Mithan Lall and Sibloo.	1 5 6	...	...	
		Badal and Shildyal	0 4 0	...	...	
		Laxjee Dass and Prem.	0 4 6	...	...	
		Mr Newton	0 0 0	...	...	
		Total	62 8 0			
<p><i>New estates granted since 1842 are specially</i></p>						

## REPORT ON THE LAND TENURES OF MUSSOORIE.

Comparative statement showing estates granted in 1842 with ground-rents: estates now paying ground-rent, and estates granted since 1842—(concluded).

No	1842 estates.	Ground-rent in 1842.	Present estates.	Ground-rent paid now.	Duplicatedly charged estates, see note 1 at end.	Remarks.
		Rs. a. p.		Rs. a. p.		
111	Benog Observatory	4 8 0	...	...	...	
112	Chajouli	...	Mahant	...	...	This pays direct to the Mahant Rs. 25.
113	Cliff Hall, Kheir-kuli.	7 12 0	...	...	...	
114	Kinlock's estate	...	See under Jhnr-pani, Cottage, Oakgrove.	...	...	
115	Kinlock portion	...	Ditto	...	...	
116	Undercliff Lodge	...	See under Athlum.	...	...	

NOTE 1.—Mistakes in the present assessment have been chiefly the result of duplication or omission. When owners of originally single estates have sold portions to form a new estate, they have often transferred a whole or part of the ground-rent. The municipality have received notice of this transfer of ground-rent, have for a few years charged only the new estates, but later, failing to remember why the old estates have ceased paying, have charged them too. This is still duplication. Omissions are apparently due to a record only, being kept of yearly payments and not of demands.

Owing to the state of the municipal records the making out of this statement was one of very great labour. It is as perfect as I can make it without examining in detail every entry in the registers of the Board and taxation lists for forty years, of doing which my time does not admit, and without calling for from the occupants their title-deeds and collecting other information procurable only in Mussoorie during the season. I may state that it appears from office notes on record that such a comparative statement has often been required, but owing to the difficulty of preparing it never before made out.

I have marked in my list with a cross the entries requiring further elucidation and trust that the doubtful points may be cleared up in the ensuing year by the Board.

*A (2).—Estates held in fee-simple.*

I may remark that it is a common custom of estate-holders in Mussoorie when selling their estate to describe it as held in fee-simple. Whether this is due to ignorance or to intentional deception I cannot pretend to say.

It appears to me after a search of all records that there are only three estates that are not liable to pay ground-rent to the Municipality.

They are—

*Chajouli lands.*

These, as described elsewhere, were leased perpetually to a General Wilkinson by the Mahant direct about 1852 (?), and the transfer acknowledged by the municipality. (See page 16 of my report.)

It is believed that rent of Rs. 25 was at first paid to the Mahant, but ultimately commuted for a payment down. The estate has now been subdivided and is owned by several owners—viz. heirs of the late Captain Murray Mackinnon, the municipality (Chajouli shoot), Mr. Vansittart (Happy Valley) and perhaps others.

Any ground-rent can now be claimed by the municipality.

The area of these lands as given by Kinney—*e.g.* "Happy Valley unoccupied lands" is 580 acres.

I cannot say without further investigation, for which I have now no time or opportunity, if this includes all the lands leased by General Wilkinson from the Mahant in 1852.

*The Castle Hill.*

This was originally the ground-rent-paying estate of Woodcroft and Greenmount, but Government bought it as the site of a residence for Prince Dhulip Singh and afterwards sold it in fee-simple. So it is no longer liable to ground-rent and the fact has been decided by a Government order (see exhibit 279).

The area according to Kinney is 182 acres.

*Crown Brewery.*

I find that a certain unoccupied piece of land was sold by the municipality to the Crown Brewery for Rs. 30 without any ground-rent being reserved. From Kinney its area appears to be 4½ acres.

A (3).—*Certain estates once owned by private persons have been acquired by the Government or municipality, e.g.:*—

The cemetery, once part of Rockcliff.

Municipal Hall, once Belleville.

Cuteherrie, once part of Rockcliff.

Chajouli shoot, once part of General Wilkinson's Chajouli estate and, etc.

B (3).—*Unoccupied lands held by Government or the municipality.*

These are—

(1) The blocks acquired in 1894 from Tehri for a reserved forest. The area is 2,570 acres.

(2) The land south of the Landour bazar given over to the municipality by the cantonment authorities in 1897. Its area is about 12 acres, but from this must be subtracted the area of Ilahi Baksh's garden which has been decreed by a civil court judgment the property of a private owner.

(3) Other small pieces of land given in detail in the Nazul register, *e.g.* sites for bazars, sites of old roads, etc. These, however, are now usurped by estates.

C (4).—*Lands held by the villagers.*

These are—

(1) Uncultivated.

They appear to be roughly as follows from Kinney's figures—

	Acres.
Binabar	202
Patti Misras	147
Rikholi	25
Kiarkuli	194
Kiarkuli and	1,042
Bhastgaon	...
Total	1,609

(2) *Cultivated.*

These would appear to be about 100 acres (see page 52 of my report).

D (5).—*Cantonments.*

The area of these as given by Kinney is 1,070 acres. Sixteen acres were given up with the lower part of the Landour bazar in 1897. This would leave 1,054 acres, but the cantonment boundary being as usual in a state of flux, it is constantly changing.

X 6. *The total areas.*—The areas of different holdings in Mussoorie are therefore approximately as follows :—

Estates held by private persons or occupied by Government buildings ... ..	9,000	(acres).
Unoccupied lands belonging to Government or the municipality	2,580	
Lands held by villagers ... ..	1,700	
Cantonments ... ..	1,054	
Total ... ..	14,334	(acres).

or about 21 square miles.

In Brown's time Mussoorie's area was 17,473 acres, or 27½ square miles.

The difference is due to the exclusion of Rajpur and the lands south of the Toll-gate and of Chamasari. Of this area 6,349 acres were part of the Tehri kingdom, and 7,985 always British territory.

The ex-Tehri territory may also be sub-divided as follows :—

6,256 Tehri Crown property.  
1,308 the Mahant's jagir of Chajouli.

The British territory likewise is—

2,351 Mahant's musaf grant.  
4,634 Revenue-paying.

*Area of municipality.*

It is to be noted that the area of the municipality as apart from that of the settlement would appear to be—

	14,334	acres.
Less ...	1,054	cantonments.
Less ...	1,000	extra-municipal Badraj land.
Balance ...	12,280	square miles. ?

I—7. *Encroachments.*—It may be mentioned that the chief object of Kinney's survey in 1875 was to assess ground-rent on persons who had encroached on unoccupied lands. I append his lists.

*Holder of unoccupied municipal lands.*

Estate or territory	Owner	Remarks.
Village of pattii Bera ... ..	Sibram.	
Clou End ... ..	Mrs. Swetenham	
Cluver Lodge ... ..	Captain Tweeddale	
Cartercliff ... ..	Captain Murray	(Said to be paid for.)
Lyonsdale ... ..	Mrs Mackinnon	(Small portion of old Hathipoon Bazar)
Vale Head ... ..	Mr Hind	
Snowdon ... ..	Captain Clarke	
Sala Cottage ... ..	Mr H Mackinnon	(Ditto ditto.)
Hollesue ... ..	Mr. Fox	
Happy Valley ... ..	Mr Hobson	
Ashta's Site ... ..	Ditto	(No map of this estate in old records)

Holders of unoccupied municipal lands—(concluded).

Estate or territory.	Owner.	Remarks.
Dennis Castle ... ..	Mrs. Martin.	(Miss Scanlan.) (No map of this estate in old records: it appears to be on Kiarkuli village lands.) (Said to be paid for.)
Caineville ... ..	Educational Department ...	
Cliff Hall ... ..	Major Ouseley ... ..	
Kinraig ... ..	Mr. G. B. Taylor ... ..	(The whole of this estate is said to be unpaid for.)
Majapuri Brewery ... ..	Mr. I. Dyer.	
Newlands ... ..	Doom Singh.	
Kiteloch's Estate ... ..	Mr. Kiteloch.	
Lambdher ... ..	Mr. C. Hutton.	
Jarrapani ... ..	Mrs. Hutton.	
Tiri ... ..	Raja of Tiri.	
Karkuli village ... ..	Dehra Doon District.	
Bhishtgaon ... ..	Ditto.	

NOTE.—Of the estates east of Grand Parade and the Landour cantonments, from White Park Forest to Suburb bet no maps exist in the Mysore Register: they are said to be in Landour, but yet are not within the cantonment boundary.

16th April 1876.

(Sd.) J. KINNEY.

Statement showing holders of unoccupied municipal lands within the old village boundary of Kiarkuli, and area held by each, contrasted with Arzi of Jai Sing, Lambardhar.

Holders as stated in Jai Sing's arzi.	Actual holders.	Name of estate.	Area of unoccupied land.	Remarks. (As to how area is completed, &c.)
			Imperial acres.	
Mr. B. Bind ... ..	Bind ... ..	Cantley Cottage and Vale Head.	9 42	By difference of present boundary from old map—Brown's.
Mr. M. Fox ... ..	Fox ... ..	Bellevue ... ..	85 17	By difference of present boundary from old map—Brown's. Of this only 34·77 acres is claimed by Kiarkuli.
Mr. W. Hobson ... ..	W. Hobson ... ..	Astell's Site ... ..	42 40	By boundary as claimed by Kiarkuli; no old map of this estate exists.
Mrs. Martyn ... ..	Mrs. Martyn ... ..	Dennis Castle ... ..	2 15	By difference of present and old boundary.
Miss Scanlan ... ..	Diocesan Board ... ..	Caineville ... ..	12 96	Ditto.     ditto.
Mr. H. Vassiltart ... ..	... ..	Phoenix Lodge ... ..	... ..	No encroachments on village land.
Mr. O. Snow ... ..	... ..	Craig Cottage... ..	... ..	Ditto.     ditto.
Captain Alexander ... ..	... ..	Hazel Dell ... ..	... ..	Ditto.     ditto.
Colonel Ouseley... ..	Colonel Ouseley... ..	Cliff Hall ... ..	21 11 entire area.	This entire estate is on Kiarkuli lands.
Mr. G. B. Taylor ... ..	G. B. Taylor ... ..	Kinraig ... ..	14 96	By difference of present and old boundary.
Mr. H. G. Scott... ..	H. G. Scott ... ..	Farm ... ..	17 91 entire area of both estates	No map exists of either of these estates, both having been taken up since Major Brown's survey. The separate area of each estate cannot be given as the boundary between has never been defined. They were originally one estate.
Mr. J. Hurst ... ..	J. Hurst ... ..	Ashton Cottage ... ..	... ..	No map exists; taken up after Brown's survey
Mr. J. Dyer ... ..	J. Dyer ... ..	Crown Brewery ... ..	4 63 entire area.	
Dr. Pringle ... ..	... ..	Whyt Bank ... ..	... ..	In the redetermination of Brown's boundary by Mr. Shaden some slight alterations occurred here, but no material difference was made. Boundary of this estate then, as now, coincided with settlement boundary.
Capt. Spread ... ..	... ..	Fair Lawn ... ..	... ..	
Mrs. Hutton ... ..	... ..	... ..	... ..	

No estate of the Huttons adjoin Kiarkuli lands. Probably "Jaising" means Kiteloch's estate, which was one part of the Jarrapani zamindari lands held by Captain Hutton.

Compiled from Municipal Survey of 1876-79.

(Sd.) J. KINNEY

Mussoorie.]

[Municipal Survey No. 1.

Memorandum of unoccupied municipal lands held by various estates in excess of boundaries as shown in Brown's map.

No. of plots.	Name of plan.	Imperial acres of unoccupied lands.	Owner's name.	Remarks.
4	Cloud End ...	53.80	Mrs. Swetenhan.	
6	Clover Lodge ...	44.55	Captain Tweeddale.	
7	Mackinnon's estate ...	0.25	Mrs. Mackinnon ...	Small portion of former Hathipoon Bazar.
10	Undercliff ...	60.18	Captain Murray.	
15	Rind's estate ...	11.97	Blind.	
18	Bellevue ...	(a) 62.80 (b) 41.17 103.97	C. Fox ...	(a) Unoccupied municipal lands. (b) Unoccupied municipal lands disputed by Kiarkoli.
19	Snowdon ...	(a) 62.40 (b) 2.28 64.68	B. I. Snowdon ...	(a) Unoccupied municipal lands. (b) Hathipoon Bazar.
20	Sila Cottage ...	1.85	R. Mackinnon ...	Hathipoon Bazar.
31	Happy Valley ...	580.00	W. Hobson.	
37	Astell's Site* ...	89.75	W. Hobson ...	No map of this exists in old register.
38	Dennis Castle ...	2.74	Mrs. Martyn	
39	Caineville ...	16.40	Diocesan Board.	
61	Cliff Hall* ...	25.85	Colonel Ousley ...	No map of this estate exists in old register.
63	Kinoraig ...	19.00	G. B. Taylor.	
124	Lambidhar ...	42.34	W. Hutton.	
126	Kinloch's estate* ...	158.56	Kinloch ...	No map of this estate exists in old register, but it is a portion of what was then "unoccupied lands south of Jerrapani."
129	Mal. sth villa g e lands.*	108.90	Mrs. Bally ...	Ditto ditto.
140	Jerrapani villa g e lands.*	47.57	Mr. Hutton ...	Ditto ditto.
* Estates north, east and south of Landour cantonments of which no maps exist in old register, and which probably pay no cess to municipality.				
130	Childer's Lodget ...	200.82	R. Catholic Mission	The larger portion of this estate is in cantonments, the area herein being only that portion outside cantonment boundary.
131	White Park Forest †	80.00	Rev. J. Horule ...	A small portion of this estate lies within cantonment boundary.
184	Midsand† ...	39.50	Rev. J. Parsons.	
135	Newland† ...	104.53	Doom Singh.	
136	Elcott† ...	26.50	Estate of late C. Stephenson.	
137	South Hill† ...	42.70	I. F. Jordan	
138	Oakv'let† ...	73.95	Mrs. Jamieson.	
129	Jabbarhatt† ...	952.70	Mrs. Browne.	

Note.—Estates marked thus † have their entire area entered herein, no map existing in old register from which to determine what amount of unoccupied lands are included in them, or whether the entire estate does not consist of "unoccupied municipal lands."

Mussoorie: }  
10th August 1876 }

(Sd.) J. KINNEY.

In spite, however of these lists being drawn up, there does not seem to have been sufficient action taken with regard to these encroachments.

Looking at my comparative statement the following estates appear to have been assessed a further sum in consequence of the fact being shown by Kinney that they held unoccupied lands, e.g.—

*Clower Lodge* pays Rs. 8 more than in Wells' time.

*Snowden* pays Rs. 18 more.

*Old Athenæum, etc.* (see my comparative statement), pays Rs. 24 more for a large area of "unoccupied lands north of Athenæum."

*Kincraig* pays Rs. 6 more for 14·96 excess acres.

The following estates do not appear to have had their rents enhanced as should have been done for the extra land noted :—

*Cloud End* (excess mentioned in Kinney's map = 52·80 acres).

*Lynndale* (excess mentioned in Kinney's map = 0·25 acres).

*Vale Head* (9·42 acres).

*Silla Cottage* (excess in Kinney's map = 1·85)

*Bellevue* now Doon Side 85·17 acres.

*Astell's Site* (this when granted in 1852 paid Rs. 17-6-0 for 29 acres).

*Dennis Castle* 2·15 and 2·74 (area differs in the two lists).

*Caineville*, 12·96 and 16·40 (area differs in the two lists).

*Lambidhar*. Kinney omits the extra area by mistake.

Of the following estates granted since 1842 I cannot discover the original area granted :—

Cliff Hall

Kinloch's estate } now Oakgroves.

Jarripau }

All these cases should be looked into and their title-deeds obtained from the holders.

The following estates which paid in Wells' time do not pay now. They should be called upon to do so unless sufficient reason to the contrary is shown :—

*Park Corner* paid Rs. 2 in Wells' time.

*Newlands* paid Rs. 2.

As to the *Chaujoli lands* (Kinney's Happy Valley Estate) now Murray's Estate ;

Mackinnon's ;

Vansittart's ;

it does not appear liable to ground-rent, but its area should be compared with that originally acquired by General Wilkinson from the Mahant.

8. *Important Note.*—I may mention in all cases of encroachment even in British villages, the municipality is entitled to the excess ground-rent and not the villagers. For if the land was taken by the estate before 1866, it was taken while it was Government land in the hands of the municipality.

If taken since 1866, it is true, owing to the action of the Settlement Officer in 1866, the land was the villagers', but they have lost it by 12 years' adverse possession of the estates. The estates being held on a



lease, the land thus acquired belongs to the lessor, i.e. the municipality and not to the lessees. For acquisitions by a lease-holder are acquisitions to the lessor.

9. In conclusion, I would suggest that it is most important for a list to be prepared and kept up to date in the Board's office of all estates, showing the original estate of which they form a part and whole. This can be easily prepared from my comparative statement, Kinney's lists (see Municipal file, survey of 1875), and local inspection and enquiry. I may here mention a few estates with a peculiar history not mentioned before.

#### ESTATES WITH A PECULIAR HISTORY.

10. *The Library Bazar*.—Wells assigned 2 acres for this.

Sites in it were assigned in 1842 to applicants, several of whom were Europeans, in consideration of an auction price with ground reserved.

Later on ground-rents were enhanced by the municipality on the revised scale of Rs. 1 for 120 cubic feet (see first volume of the Municipal Minutes, exhibits 274 and 276).

The bazar now pays annually in ground-rents the sum of Rs. 640, less a certain sum lost by the acquisition and demolition of the south side.

The Library was built either wholly or partly on land purchased from one of the assignees, as may be seen from the following interesting entry in the old register of grants of land.

No. 6.

“(Translated).—Be it known to Mr. J. Scott and Mr. E. A. Pittis, merchants, at present residing at Mussoorie, that whereas they have purchased at Mussoorie for Rs. 252 a piece of land, 50 feet in breadth, 84 in length, with signboards bearing the numbers 21 and 22 situated in Mussoorie Bazar, near police station, without the least apprehension of any interference whatever, they ought to build their pucca house within a year and a half according to a map, which shall be furnished to them by the officers of the committee, and they ought to continue to pay year after year to the committee Rs. 30. More than this, nothing whatever shall ever be demanded from them. In every respect they shall be the owners and in complete possession of the house. If, however, the erection of the house is not completed within the period specified above, the aforesaid piece of land shall revert to the committee. It will again be put up to sale and the money realized thereby deposited (in the office of the committee).

(Sd.) FREDK. ANGELO, *Secretary*.

(Sd.) J. MACKINNON, M. R. C.

(Sd.) P. SOLAROLI.

We hereby make over our claim to Major Swetenham having sold the ground to him.

(Sd.) E. A. PITTIS.

(Sd.) JOHN SCOTT.

I hereby sell and assign the land specified in this warrant to H. Vansittart, Esquire, C. S., the officer in civil charge of Mussoorie, to be

held by him and by his successors in such office for ever in trust, for and on behalf of the Mussoorie Library Committee.

Witness:—

(Sd.) EDMUND SWETENHAM, MAJOR,  
*Invalida.*

(Sd.) A. MACGREGOR,  
Registered the 25th day of April 1844.

A. MACGREGOR,  
*Secretary, M. R. Committee.*

It was apparently purchased by public subscription. If so, the library is not municipal property but public property held in trust by the Superintendent.

I may mention that Kinney's plan of the Library Bazar is incorrect. Brown's plan as superimposed on a plan of the present site and buildings shows that much of the land behind the library was once part of the bazar. This has been taken now by the Savoy Hotel, old "Stokes' School," old "Grant's Estate." Now it is possible that this land was purchased from the original assignees of bazar plots and so was attached to the estate that is now the Savoy Hotel. The matter should be enquired into. If no title can be shown to the land, it should be resumed or ground-rent assessed. Adverse possession cannot operate as a bar as the Savoy Estate is leased from the Government.

Further, it appears that the Criterion and Green View Cottage are within the 2 acres of Wells' Mussoorie Bazar. But they do not pay ground-rent. They should be required to produce their title-deeds.

I am of the opinion, however, that for the two following reasons it is impossible to prove ground-rent due. The old minutes of municipal proceedings give instances of plots assigned, but though giving the areas they do not give the boundaries of each plot. Hence it is impossible now to identify the successors to the original assignees. Secondly in one or two cases it appears from the old minutes the plots were assigned without any ground-rent being reserved (see my note as member of sub-committee on the Municipal file of north side of Library Bazar).

*Chajouli estate.*—There are two questions which I have not time to investigate:—

(1) How much land was actually taken up by General Wilkinson from the Mahant in 1852?

The present owners of the land should be asked to produce their title-deeds and the municipal registers searched.

(2) What has become of the rest of the Chajouli jagir not disposed of to General Wilkinson, and what is the area?

## CHAPTER XI.

### Accounts between the Raja of Tehri and the Government (or the municipality).

It has already been shown in my article on the Landour cantonments that the British Government were liable, under the tenor of the agreement between itself and the Raja, to pay compensation for any of the ex-Tehri lands which might be taken by Government for its own use instead of being disposed of to private applicants in consideration of an auction-price and yearly ground-rent. It has been shown that Government owes the Raja a sum down and a ground-rent per year for the following plots taken up for cantonments (see page 35 of my report):—

Unoccupied lands taken for cantonments not paid for.

- (1) Lands west of Slateville and Strawberry Hill (now the Firs).
- (2) Lands north of Landour and adjoining Childer's Lodge.
- (3) Lands north of Lal Tibba.
- (4) Belt of land north of Upper Circular road.
- (5) North side of Landour Bazar below the Spring.

The area of these lands would be from 400 to 500 acres.

If a similar price were paid for them to that paid to the Tehri unoccupied lands taken by the Municipality, there would be due a sum down of Rs. 725 and a ground-rent of about Rs. 100 a year.

As to land taken for private estates the municipality, although not keeping any accounts, showing the proportion paid to Tehri, upon calculation appears to have paid all that is due. Action was taken after Kinney's survey with this object.

Unoccupied lands taken for private estates fully paid for.

The account would appear to me to be roughly as follows:—

	Rs.	a.	p.
Due in Wells' time	...	...	330 0 0
Due for subsequent excess land taken up as follows:—			
Lands north of Athenæum (now Herne Hill) two-thirds of Rs. 24	...	...	= 16 0 0
Kincraig two-thirds of Rs. 11	...	...	= 7 4 0
Waverly, two-thirds of Rs. 7	...	...	= 4 10 0
Childer's Lodge, two-thirds of Rs. 9-10-0	...	...	= 6 8 0
Rockville	...	...	= 57 0 0
Due for municipal reserved forest	...	...	= 524 6 6
Total	...	...	948 10 6

The last year's municipal accounts show that Rs. 943 were paid to the Raja.

### Account between the Mahant and Government or the municipality.

Government would seem to owe the Mahant for the three following areas usurped by cantonments:—

- (1) The mule sheds adjoining spur.

(2) South side of the Landour Bazar below the Spring and adjoining land.

(3) The small additional portion of Edge Hill.

This might be about 100 acres.

If so Rs. 75 down and a ground-rent of Rs. 25 a year would be due according to the valuation of the Tehri land, but as the land was far more valuable, even at the time when taken up, than the Tehri land, this figure might be multiplied by 10.

As to estates, the municipality would appear to have done its duty as well as in the case of Tehri.

The account would be as follows:—

	Rs.	s.	p.
Due in Wells' time	...	196	11 0
Unoccupied lands taken by Rockville in the Mahant's territory, pay of which two-thirds	...	= 105	6 0
South Hill pays extra Rs. 9, of which two-thirds	...	= 6	0 0
Total	...	307	11 0

The last year's accounts show that Rs. 307-2-5 were paid to the Raja. I may mention that I have calculated the portion due to the Raja and Mahant respectively on the enhanced Rockville estate, in accordance with the balancing of the above accounts, and not according to the respective amounts of the area of the estate within Tehri or Chamasari, which it is impossible to do without a survey.

To complete the question of accounts between Government and the Mahant, it is necessary to advert to the re-transfer lately made by Government of 1,517 acres of Chamasari unoccupied lands back to the Mahant. The Mahant paid Rs. 3,000 as consideration money. Now it has been seen that when the Mahant made over the land to the rising sanatorium in 1842 he got no payment down. He was to be paid two-thirds of the actual or prospective ground-rents. As none of the land now retransferred to him has ever been taken up by private persons for estates, the Mahant has never got anything. Yet in order to get it back he pays Rs. 3,000. It would not appear that the value of the land has been increased since 1842 by any expenditure, energy, or watchfulness on the part of the municipality during the period between its original transfer and its retransfer. In fact the municipality appears to have ignored its existence. It would appear, therefore, that the retransfer of the land in consideration of Rs. 3,000 argues some inconsistency in the dealings of the Government with the Mahant. If the land is of no use to the Settlement, then it was an error to originally include it, and it should have been given back free as soon as the mistake was discovered. If, on the other hand, it is of use to the Settlement, why has it not been retained? The answer has been suggested that the area would have been useful had not a large portion been cultivated since 1842 by the Mahant's tenants. The responsibility for permitting this would, however, appear to have rested rather with the municipality than with the Mahant. The true answer to the dilemma is probably that Rs. 3,000 were more useful to the municipality than the land.

(8)

## CHAPTER XII.

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### The relations between Government and the municipality as regards Government (or nazul) property in Mussoorie.

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As regards estates occupied by private persons the municipality has been given by Government the usufruct of the ground-rents remaining over after payment to the Mahant, the Raja, and in some cases, the zamindars of their shares.

As regards lands held by the municipality itself, *e.g.* the *ex-Tehri* unoccupied lands acquired as a reserved forest, or the municipal hall, formerly the Belleville estate, it is, like the private grantees, a perpetual lessee of Government.

And also following at the end of chapter XII—page 84—of the Report on Land Tenures of Mussoorie.

As regards waste lands the local committee as agent of Government was originally authorized to dispose of them, by auction-sale, subject to a ground rent; but the grant had to be signed and delivered by the Commissioner. (See exhibit 778). This arrangement has been abrogated by intra-municipal nazul rules passed from time to time subsequently. Under the present rules the disposal of intra-municipal nazul land in Mussoorie differs in no way from the disposal of such lands elsewhere, except that the municipal board is entitled to pocket all proceeds without making over any proportion to Government." ✓

## CHAPTER XIII.

### Commutation of Ground-rent in Mussoorie.

If ground-rents were capitalized and paid up in full, it would save both the municipality and the private grantees much labour and confusion. It has been proposed before. If the suggestion were adopted the grants would become fee-simple estates. Until lately there has been a valid objection to the scheme. For while much unoccupied land exists and encroachment is difficult to detect, there is a danger of owners in fee-simple getting absolute possession by adverse occupation of areas encroached upon; whereas tenants, even though perpetual, can only acquire by adverse occupation for their lessors. The utilization, however, of the unoccupied lands of Mussoorie for a reserved forest and otherwise has removed this danger. The ground-rents amount to about Rs. 2,330 a year. If taken at 20 years' purchase this sum capitalized would amount to Rs. 46,600. Of this two-thirds would be spent on commuting the ground-rents due to the Raja, Mahant, or zamíndárs: The balance might be invested in the purchase of land for public purposes or in the construction of some public work of permanent utility. Several necessary schemes are awaiting funds, *e.g.* the improvement of the north portion of the Library Bázár, the sanitation of the Landour Bázár, a new water scheme, &c.

## CHAPTER XIV.

### History of the Mussoorie Settlement Boundary, and Municipal Boundary.

*The boundary in 1842.*—Wells left no detailed record of the boundaries as fixed by him for the first time. Brown's map, which included the settlement lands and no others, was apparently considered a sufficient record. We find, however, from his letters to the Commissioner, dated 10th September 1842, **exhibit 99**, and 24th October 1842, **exhibit 103** (last paragraph), that he put up 70 minaras "to define the boundaries of Landour and Mussoorie, including Jabberkhet, Budraj, and Rajpur. . . at points where private property does not extend to."

But the whole of the settlement was included in the newly formed Committee under Act X of 1842. The bye-law, number 8, of the byelaws sanctioned by the Government in 1843 (see **exhibit 263**) ran as follows :—

"All houses from the gorge above Rajpur to Badraj inclusive, and all houses on either side of the main roads in that direction, to be considered as in Mussoorie and its vicinity and consequently liable to pay the rate. The neck of land generally known as "the Grand Parade" and dividing Mussoorie from Landour to be considered as the boundary to the north-east."

At first the committee only collected the rates and not the ground-rents within this area, but from 1847 they collected the ground-rents within the committee-area, but not in the rest of the settlement. (See **exhibits 263 to 272**.) The Superintendent of the Dún continued to collect the ground-rents due for the extra-committee portion of the Settlement.

*The boundary in 1851.*—When Act X of 1842 was repealed and Act XXVI of 1850 passed, the new Act was applied to Mussoorie in 1851 and new bye-laws framed. (See Minutes of the Mussoorie Committee of 31st May 1851.) The Gazette of 1851 is missing from the office of the Superintendent of the Dún, and so I have been unable to ascertain the terms in which the Act was applied to Mussoorie, but from subsequent correspondence it would appear that it was applied generally to the whole Settlement, although no boundaries were specified. (See Commissioner's letter, dated 4th October 1871, **exhibit 280**—"the boundaries of Mussoorie municipality have not been published either before or since the passing of the Municipal Act of 1868.")

*The boundary in 1862—66.*—Up to this time owing to the uncertainty of the cantonment boundary, no ground-rents or taxes appear to have been collected in Landour, *i.e.* east of the Grand Parade. But when the cantonment boundary was at length fixed in 1862 (about), ground-rent and taxes were demanded from the extra cantonment Landour estates. (See Mussoorie Municipality Minutes, 20th December 1865)

In 1867 Colonel Walker, when making the Great Trigonometrical Survey map of that date, had the boundary surveyed by Captain Montgomerie and put up "pillars corresponding with Brown's map." (*cf.* Commissioner of Meerut to President, Municipal Committee, 4th October

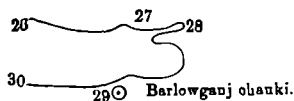
1871, exhibit 280, and letter from Colonel Erskine, Commissioner of Kumaun, to the Queen Regent of Tehri, dated 22nd July 1890, exhibit 281). The extent enclosed was given by Wells as 17,473 acres, or 27½ square miles.

*The boundary of 1872.*—The Settlement boundary was found more extensive than was considered necessary as a municipal boundary. Accordingly Government notification, dated 13th July 1872, No. 1094A, exhibit 281, altered the boundary by withdrawing it to the site of the present toll bar and excluding Rajpur, the cantonments as marked out by Colonel Walker (see my report on cantonments, paragraph 10), and the area on the extreme west known as Bundawala (Badraj).

The area thus left within cantonments was given by Kinney as 13,797 acres, or 21.5 square miles.

The municipality, however, still continued to collect the ground-rents for the land south of the toll-bar, having, as it would appear, commenced collecting the ground-rents due for every portion of the Settlement from the time of the application of the Municipal Act of 1850 to Mussoorie. In fact at the present date the Secretary of the Mussoorie Municipality collects ground-rents in Rajpur, although that town is outside of the municipality and a *chaukidári* town under Act XX of 1856.

To make this history quite complete here should be inserted the fact that in 1899 the boundary of the municipality was extended on sanitary grounds so as to include a very small gulf of land close by the Crown Brewery hitherto outside the municipality. The line was drawn thus from pillar 26—30.



(these figures being those previously shown in the G. T. Survey maps). (See Govt. Notification No. 739/XI 616-B dated 19th April 1899).

*Exclusion of Chamāsari.*—In 1902 a large portion of the Mahant's revenue-free village of Chamāsari was given back to him and excluded from the Settlement area. The boundaries of the excluded area were notified in G. O. No. 3285/XI-360A in the Gazette of 2nd October 1902. The area was 1,511 acres.

*The present boundary (i.e. of 1903).*—The entire boundary was revised. The Landour Bazar, which had been handed over to the municipality in 1897 by the cantonment authorities, was included. The detailed boundaries may be found in Notification No. 1631/XI-360A. Government Gazette of 27th May 1903.

It is to be noted that Badraj, although municipal property in virtue of the transfer by the Raja of Tehri in 1894 of his interests in the "Tehri Unoccupied Lands," has been outside the municipal boundary since 1872. Government appears in this case to have acquiesced in the principle of a municipality owning property outside its limits.

The area of the revised limits is about 12,280 acres, or 19 square miles.



# INDEX TO EXHIBITS.

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NUMBER  
OF EXHI-  
BITS.

## CONTENTS.

1. Extract from Aitcheson's Treaties regarding Tehri Garhwál.
2. Translation of robkar confirming the grant of villages to the Molant of the Guru Ran Rai temple of Dehra.
- 3 to 38. Correspondence regarding Mussoorie previous to 1842.
- 39 to 110. Official correspondence of the Well's settlement of 1842.
- 111 to 138. Demi-official correspondence of the Well's settlement of 1842.
- 139 to 151. Correspondence regarding the cantonment boundary from 1830—1831.
- 152 to 159. Ditto ditto in 1840.
- 55 to 103. Official correspondence in 1842.
- 160 to 178. Demi-official correspondence in 1842.
- 180 to 221. Correspondence regarding the cantonment boundary from 1843—1846.
- 222 to 233. Correspondence regarding the cantonment boundary from 1866—1880.
- 234 to 238. Miscellaneous Acts: notifications, &c., regarding cantonments from 1820—1871.
- 239 to 256. Extracts from Dehra Dún Settlement Reports regarding the Unoccupied Lands of Mussoorie.
- 257 to 285. Miscellaneous correspondence, &c., regarding Mussoorie Estates, Lands, &c., from 1842—1902.

## MAPS.

1. Shewing acquisition of land by Government in 1830 to accompany exhibit, No. 2.  
1(a) Ditto ditto with lines coloured by me.
2. Cantonments in 1842 (Brown's Map).
3. Ditto at present.
4. Landour Bázár.

**Exhibit 1.**

*Atcheson's Treaties, page 23, Volume II (1876 edition). Gurhwál or Tehree.*

THE early history of the Gurhwál Rájás is obscure. They claim descent from the Solar race, and are of Kheestrya caste. For many generations the chiefs had absolute sway over the whole of Gurhwál on both sides of the Alaknanda, paying, however a nominal tribute to the Emperors of Delhi. The first Rájá of the line was Kanak Pal: the family name of the present Chiefs is Sah.

In 1804 the Nipalese extended their conquests to Gurhwál, and expelled Rájá Pradyum Sah. His son Soodur Shan Sah having escaped from the Gurkhas, fled to the plains and joined the English.

On the termination of the Nipal war in 1815, that portion of his hereditary possessions which lay to the west of the Alaknanda River was restored to Rájá Soodur Shan by *sanad* (No. XIV); the lands to the east, the Dehra Dún, and the pargana of Rámghur being retained by the British Government.

During the mutinies of 1857, the Rájá rendered valuable assistance to Government. He died in June 1859 without legitimate issue, and in accordance with the terms of the Treaty the State lapsed to Government; but in consideration of the services of Soodur Shan Sah, his eldest legitimate son, Bhowani Sing, was allowed to succeed (No. XV), Bhowani Sing subsequently received a *sanad* (No. XVI), guaranteeing him the right of adoption. Rájá Bhowani Sing died in December 1871, and was succeeded by his eldest son, Pertab Sah, who is now twenty-five years of age. In 1864 the Rájá leased his forests to the British Government (No. XVII).

The area of Gurhwál is 4,180 square miles, and the population 150,000. The revenue of the country is about Rs. 80,000.

The Rájá has no troops of any kind, and pays no tribute. Nazarana is taken on succession.

**Exhibit 2.**

*In the possession of the Mahant of Dehra.*

*Rubkari, dated 14th November 1815 A.D., granting villages in the district of Dehra Dún to the Mahant of Dehra Dún.*

Harsewak, Mahant of the Dehra, represented that villages had been allotted for the support of the Dehra and showed *sanads* sealed by the Rájás herein after mentioned. He produced *sanads* for six villages, Rájapore, &c., granted by the former Rájás of Gurhwál, and sealed by Parduman Shah, Rájá of Srinagar and by the Gurkha Rájá, and a *sanad* for Dhamanwala, sealed by the Gurkha Mahárájá. Therefore in consideration of his claims it is ordered that subject to the sanction of the Sadder Board of Revenue the said villages remain assigned, as before, for the support of the dehra, and that copies of the *sanads* be kept in this office, a copy of this Rubkar being handed over in lieu of a *sanad* to Harsewak, 14th November 1815 A.D., 1st Magbeir, 1872 Samvat.

**Exhibit 3.**

*General Letter Book, 1828, No. 5, Department IX, in the Register of Registers of Superintendent's office.*

*Copy of letter, dated 15th March 1828, from the Assistant to the Commissioner in Kumaon, Dehra Dún, to H. SPARESPERE, Esq., Secretary to Government in the Judicial Department, Fort William*

SIR,

I have the honour to bring to your notice the increase of the number of houses built by different gentlemen on the Mussoorie ridge, and the necessity of preventing the ground on which the buffalo sheds, called guths, of the village of Kankoolan are created, being occupied.

2. The village is about half way down the ridge; but during the rains, the buffaloes are kept on the ridge as the grass is then plentiful, and the small hollows are filled with water for their drinking, &c. In the hot and cold weather, the buffaloes are kept in the hollows below. This is the custom all over the hills.

3. There were originally on the ridge seven places, in each of which a portion of the buffaloes were kept at night. Two of these have already been occupied by gentlemen who have built houses on the spots: of this the villagers did not hitherto complain, because by a little management the five remaining places were sufficient.

4. But in consequence of several other gentlemen having commenced preparations for buildings, the villagers fearing that some of the remaining spots may be occupied, have petitioned me to prevent it by a previous notice.

5. The villagers will be obliged to part with some, or even the whole, of their buffaloes, as the latter cannot be kept in any other place during the rains, should more of these spots be occupied, which is extremely probable, as they are almost the only remaining level spots on the ridge. There are, however, plenty of places fit for erecting houses, provided those who build them go to the expense of levelling the ground; which I should consider as much more just and reasonable, than that they should turn the villagers off land which the latter have had possession of from time immemorial.

6. The Musboorie ridge is only built on by gentlemen for their private convenience, and is unconnected with the Government invalid station at Landour.

7. I have therefore issued an official notice accompanied by a sketch showing the situation of the *goths*, requesting that not any person will occupy any of the remaining five spots on which the buffalo *goths* are erected, or prevent the villagers from watering their buffaloes at the permanent tank, and other small hollows on the hill which contain water in the rains.

8. This notice I have deposited with a police barkandáz stationed on the hill, to show to any gentleman who may be inclined to fix on any of the above-mentioned spots; but as I think it not improbable, that there may be some who would pay no attention to it, and perhaps insist on taking possession of the spots, which at least would lead to an unpleasant correspondence, I deem it proper to bring the matter to your consideration, and request the authority of Government in support of the above notice.

9. This may be given either by an order through the Military Department or by a letter to myself, with liberty to affix a copy of it to the notice in the hands of the barkandáz stationed in the hill.

10. I enclose a sketch in elucidation.

I have, &c.,

DEBRA DEB:  
ASSISTANT COMMISSIONER'S OFFICE,  
The 18th March 1828.

(Sd) F J SHORE,  
Assistant Commissioner

Exhibit 8(a).

Register of letters received, 1828, No. 6, Department IX, in the Register of Registers of Superintendent's Office

Copy of letter No 1094, dated the 17th April 1828, from the Acting Chief Secretary to Government, Judicial Department, to the Assistant to the Commissioner at Dehra Doon.

No. 1094

To,  
THE HONOURABLE F J SHORE,  
Assistant to the Commissioner at Dehra Doon

SIR

I have the honor to acknowledge the receipt of your letter of the 13th inst. and in reply to inform you that the Government have no objection to your petitioning the Government for the right of

the villagers of Kesarkoolae to certain spots occupied by them for buffalo sheds on the Mussoorie ridge.

2. You are authorized to annex a copy of this letter to the notice placed in the hands of the Police Officer stationed on the hill.

COUNCIL CHAMBER; }  
The 17th April 1828. }

I am, SIR,  
Your obedient, humble servant,  
(Sd.) H. SHAKESPEARE,  
Acting Chief Secretary to Government.

Exhibit 4.

General Letter Book, 1828, No. 5, Department IX, in the Register of Registers of Superintendent's office.

Copy of letter dated 24th March 1828, from the Assistant Commissioner, Dheera Doon, to CAPTAIN R. McMULLEN, Executive Officer, Ludour Terba.

To

CAPTAIN R. McMULLEN,

Executive Officer, Ludour Terba.

SIR,

I have the honour to inform you that the chaudhri has mentioned to me that you have desired him still to continue the old system of the bázár at Ludour.

2. I fully explained the state of the case the last time I had the pleasure of seeing you, but allow me again to remind you that the present system is only adopted for peculiar cases on an emergency and on a small scale, and not for a large bázár; because first, the banias have no interest in keeping their shops well supplied, as the more they sell the more trouble they have, without reaping any additional profit. Second, no other bania can settle on the spot, unless he receive the same wages, and coolie hire, that those there now do.

3. By keeping up the present system you pay for the carriage of supplies for all who are settled on the hill, as well as for your own workmen; and it would surely be less expense and save a great deal of trouble to increase your workmen's wages, to make up for the increase of price at which the goods will be sold.

4. Had the new system been adopted as agreed on, on the 16th instant, there would by this time have been a very good bázár, as several new banias have been waiting for some days at Rájpoor to set up shops on the hill, as soon as the new system is carried into effect: but as it is, there will be no supplies for the Europeans, who I expect will be able to move up the hill in the course of two or three days.

5. Trusting to the new system being adopted as agreed on, on the 16th I wrote to the Commissary General informing him that the bázár was in progress of being established, but if you still keep up the old system, I shall in justice to myself, be forced to mention to him the reason of there being no bázár, and to withdraw myself from all concern and responsibility in the matter.

DEHRA DOON:  
ASSISTANT COMMISSIONER'S OFFICE, }  
The 24th March 1828.

I have, &c.,  
(Sd.) F. J. SHORE,  
Assistant.

Exhibit 5.

Correspondence—Commissioner to Wells, 1842.

No. 1.

To

CAPTAIN MONTGOMERIE,

Kumcoontain Hill.

SIR,

I have the honour to acknowledge the receipt of your letter of the 7th instant.

2. I have nothing to say as to what I said in my previous note, etc. that as the ground in question belongs to the villagers of Kumbakonam (to which the village of Shamba is an appendage), no individual has any right or claim to take possession of it without their leave: and that as Assistant Commissioner of the district, it is my duty to protect them, with which view I had, previously to receiving your letter of the 15th, despatched a party of sepoy to prevent the spot in question being occupied, which I considered extremely necessary in consequence of the intimation in your private note, that without waiting for my answer you would take on yourself to commence your arrangements for building."

3. At the same time it is neither my duty or inclination to prevent the villagers selling the spots of ground if they are so inclined; if therefore you or any other individual can persuade them to sell one or more of their cattle goths I shall offer no opposition whatever.

4. But before I issue an order to the sepoy to give up any particular goth, I expect that the villagers themselves shall come to the court and state precisely the terms for which they have consented to sell the ground; as is the custom in the registering of contracts; unless they do, I will issue no such order, because it is on their petition that I have sent sepoy to protect the ground.

5. The Persian paper you have sent is nothing more than an agreement to abide by my decision, which probably in plain English means on the part of the villagers that "if the civil officer forces us we will part with the land, not otherwise." However that may be, I had already informed you that I decline, which I do again most positively, interfering, either directly or indirectly, because in my situation a recommendation is tantamount to a command.

6. Strictly speaking the whole range belongs to the villagers, but they only wish to protect their cattle goths: the summary of the business is this, let individuals who come to the hills for their own pleasure (under which head it is usual to consider those who are not ordered to a spot on duty) either to go to the expense of levelling a spot of ground for themselves, or if they wish a particular spot occupied by the villagers, let them by fair purchase procure it from the latter; in either case I shall offer no opposition whatever; but in the latter case I insist on the villagers themselves coming to the court, as is customary in registering contracts, to state the terms to which they have agreed.

7. In answer to the concluding part of your letter, I have only to say that you, in common with any other individual, are at liberty to make any complaint or representation to Government you please.

DEBRA DOON:  
ASSISTANT COMMISSIONER'S OFFICE, }  
The 9th April 1828.

I have, &c.,  
(Sd.) F. J. SHORE,  
Assistant.

Exhibit 6.

To  
CAPTAIN MONTGOMERIE,  
Kumacoontain Hill.

Sir,

I have the honor to acknowledge your letter of the 12th, and to inform you that I have nothing further to add to my last.

2. If the villagers will only come to court and say they have given up the goths either individually to a private person for a consideration, or generally on account of the inexpediency of keeping their buffaloes among so many tents and bungalows, all opposition on my part will immediately cease, but not until the villagers do come and state as above.

3. The *lambardars*, i.e. those in whose names the *villages* are held, are of course the people who would arrange matters of this sort, and not any common *villager*, although the latter may be a sharer.

I have, &c.,

DEHRA DOON:  
ASSISTANT COMMISSIONER'S OFFICE, }  
The 14th April 1828.

(Sd.) F. J. SHORE,  
Assistant.

Exhibit 7.

*Register of letters received 1828, No. 6, Department IX, in the Register of Registers of Superintendent's office.*

*Copy of a letter No. 4198, dated 22nd April 1828, from Lieutenant Bruce, to the Assistant Commissioner, Dehra Doon.*

No. 4198.

FROM

THE HONORABLE F. SHORE, Esq.,  
Assistant Commissioner, Dehra Doon.

SIR,

I have the honour to request that twelve hill porters may be attached to the *bazar* which Major Brutton is now engaged in forming on the summit of the Landour Range for the due supply and accommodation, of the native servants and others belonging to the convalescent detachment. The small *bazar* formed by Captain McMullen is very inconveniently situated for those people, and as it is intended exclusively for their workmen and labourers of the executive department, an adequate supply for the natives of the European detachment cannot always be expected. The porters now requested, will, should you consider it expedient, be considered as precisely on the same footing as those permanently employed for commissariat purposes, to be relieved by other hill porters from time to time as you may judge expedient, but not to be altogether withdrawn until I shall have it in my power to announce to you that their services, either partially or entirely, can be dispensed with by the substitution of mules for the purposes of hill carriage—a measure which I am now making every effort to effect.

Have the goodness to inform me if you think it practicable to give hill porters in the room of the *bheestees* of the plains, for the conveyance of water up the hill—a labour to which the *bheestees* are evidently inadequate.

I have the honor to be,

SIR,

COMMISSARIAT OFFICE, MEERUT: }  
April 22nd, 1828.

Your most obedient servant,  
LT. BRUCE, A.A.Q.G.

Exhibit 8.

*Copy of letter, dated 4th August 1828, from the Assistant Commissioner, Dehra Doon, to the ADJUTANT GENERAL of the Army.*

TO

COLONEL C. FAGAN  
Adjutant General of the Army

SIR,

I have the honor to acknowledge the receipt of your letter of the 24th Inst. in relation to the application of the *lambardars* of the *villages* of the Landour Range for the purpose of being employed as porters for the conveyance of water up the hill—a labour to which the *bheestees* of the plains are evidently inadequate. I have the honor to inform you that the *lambardars* of the *villages* of the Landour Range are not entitled to be employed as porters for the conveyance of water up the hill.

of officers proceeding to the hills, I am induced to trouble you with an explanation for the information of His Excellency.

2. I enclose a sketch of the hill, which, although rough, will be sufficient to show the situation of the ground, houses, and cattle *goths*.

3. The top of the ridge all along forms the boundary between the Doon and the territories of the Rájah of Gurhwal; on both sides of the ridge (at least the whole length of that part which has as yet been occupied by English gentlemen) the land is, and has been for years, appropriated to different villages, and strictly speaking, no person has a right to a single foot of ground on that part of the hill, without purchasing it from the owners of the different villages.

4. But with the exception of a few small spots the whole of the hill is only fit for, and is used as, grazing-ground during the rains, at which season the buffaloes would, if kept in the low valleys, be sickly and many of them die, while during the cold and hot weather, the cold and want of pasturage on the hill obliges the owners to take their buffaloes below. Therefore the houses of the English gentlemen, being along the very top of the ridge, their erection caused little loss to the villagers, provided the spots on which their cattle-sheds called *goths* stood, and the liberty of grazing their cattle were secured to them.

5. The spot selected by Captain McMullen for the convalescent station did not in any way interfere with either goth or grazing-ground, or at least in a very trifling degree, with the latter; so that I did not think it necessary to recommend to Government the making of any compensation to the villagers.

6. But the whole of the ridge on which individuals have built their houses is within the limits of the village Kecarkoolie; the *lambardárs* (i.e. those who are responsible for the Government rent) of which came to me in March last, saying two of their *goths* had already been built on, and one spot of corn land taken in for a garden by Major Young; that three other spots of corn land were rendered useless, as they were unable to prevent the sheep and goats, belonging to the gentlemen at Mussoorie, from destroying their crops; and consequently left off sowing any on the spots in question; and that as those spots only, where their remaining *goths* were situated, were naturally level, they feared that those also would be taken possession of, in which case they would be obliged to part with the greater part of their cattle, for they could not procure other ground sufficient for the whole of them, in the neighbourhood of their village even by paying for it, and petitioned that it might be prevented.

7. Although pretty well acquainted with the locality of the hill, I went up to survey it, before taking any step in the case. I found the statement of the villagers to be perfectly correct, and thought it extremely probable that the eligibility of the *goths* might tempt people, either unacquainted with the circumstances of the case, or inclined to disregard the right of the people when put in competition with their convenience, of which disposition, too many of the English gentlemen are. I am sorry to say to take possession of them seeing them apparently deserted. I have before observed that they are only occupied during the rains; and the huts and fences erected are coarsely made of branches of trees for temporary use. But the superiority of the *goths* for building or pitching tents on, consists solely in their being naturally level; there were abundance of other spots equally good; in fact every part of the ridge which is more than a mile long, might be made use of, provided they were levelled. I therefore considered it consonant to both justice and reason, that individuals who chose to reside in the hills, whether for pleasure or for health, should be at the expense of levelling grounds for their houses or tents, instead of dispossessing the villagers of their cattle sheds.

8. I then made a rough sketch of the ridge, marking on it the houses and buffalo *goths*, and attach'd to it a notice, requesting that no person would in any way occupy the grounds alluded to, and deposited both with a pleonem, with directions to show them to any who might be disposed to take possession of the spots.

9. At the same time, anticipating the probability of my notice being disregarded, I wrote to Government stating what I had done, and my reasons for so doing, and received in answer a letter, dated 17th April, a copy of which I enclose for your inspection.

10. But shortly after my notice was issued, I received a private note from Captain Montgomerie, dated 1st April, saying he wished to take possession of a particular goth: to this I answered on the 2nd privately, explaining my reasons at length for what I had done: to this Captain Montgomerie sent me the answer dated 3rd April, alluded to in the 3rd paragraph of your letter to Captain M., the meaning of which was that he would at once take possession of the ground without waiting my answer; but as the whole correspondence between Captain M. and myself has, I believe, been laid before His Excellency, it is needless particularizing it any further. I may only observe that imagining the explanations in my private notes sufficient to settle the matter I kept no copies of them.

11. On the receipt of Captain Montgomerie's intimation I had no other course left but to send a party to prevent his occupying the ground. No person can be more reluctant than myself to have recourse to such measures; but had I refrained from adopting them, it would have been tantamount to publishing that the authority of the court might be set at nought, and the rights of the inhabitants trampled on, by any person who chose to act forcibly.

12. At the same time I informed Captain M. that it was neither my duty or inclination, to interfere with any private arrangement the villagers concerned might be disposed to make, but that the latter must come to court, and state the terms for which they had agreed. My reason was, that as it was on their petition that I had prevented the occupation of the ground, it was but proper that they should formally give notice that they had relinquished it; otherwise should on any future occasion a dispute or complaint take place, in which it became necessary to refer to the former proceedings, there would have been room to say that I had at first afforded the villagers the protection of the court, and afterwards, without their consent taken from them their goth ground, to oblige a friend, and that the engagement between Captain Montgomerie and the villagers had been extorted by improper means from the latter.

13. Another strong reason I had for insisting on the above-mentioned condition, was to prevent the villagers from being by improper measures frightened into giving up their ground—a precaution the more requisite considering the simple nature of the inhabitants of the Doon, and the dread they entertain of an Englishman: and I will now state how those matters are too often managed, both for the information of the Right Honorable the Commander-in-Chief, and by way of answer to the last part of Captain Montgomerie's letter to me, dated 15th April, where he observes that the appearance of the villagers in court would have been productive of no good end.

14. To arrange these sort of matters, a clever intriguing servant is sent. This man knows that, provided he obtain his master's object, the latter will not be particular in enquiring into the means by which he effected it, and that should the villagers afterwards go to his master to complain, the latter instead of listening to them would refer them to the contract.

15. This servant does not scruple to work on the fears of the villagers, or to tell as many falsehoods as are necessary. The usual method is to say that his master is a great friend of the Judge of the District, and has the promise of the latter, that by fair or foul means a subject shall be obtained, that if they will give up the point peacefully, it will be better for them, otherwise they will be all treated and made to do so under the authority of the Judge &c. When the fears of the villagers have been sufficiently worked upon, the servant sometimes brings them to his master, before whom, under the impulse of what has been said to them, they sign an agreement, and are instantly sent away, but more frequently, to prevent the business from cooling, the servant procures the agreement to be written on the spot and



witnessed by two or three fellow-servants, or acquaintances, who are afterwards perfectly ready to swear, should it be necessary, that the agreement was willingly made, and that no improper means were made use of in procuring it.

16. His Excellency will hardly credit that such proceedings can take place, but I beg to assure you that I know positively that such is very often the case; although on little are the English, generally speaking, acquainted with the native character or with what is done by their servants and dependants, that it is very likely that a great number would, were they asked, deny that such ever happened among whom would probably be some who had (unknowingly) reaped the benefit of such proceeding; while of those who allowed the frequent occurrence of what is above stated, the vanity of by far the majority would make them except their own servants, alleging that they took such pains in procuring respectable attendants, who would not under their vigilant superintendance, dare to practise such abuses.

17. The result of the business at present under consideration proved that my precaution was not without foundation. Captain Montgomerie sent a servant to the village to call the people concerned to him; the head men and indeed all who were at the time in Kiarkoolie, refused to attend him, because (as they afterwards told me in court) they wanted nothing from Captain M. and he could want nothing of them which they would give up, unless forced to do so; and that if they went, they would probably be abused or beaten.\*

18. However, in consequence of Captain Montgomerie's sending me what he termed an agreement made by the villagers to give up the ground, which was signed by two men whom I knew not to be the lambaridars, which contained no specific terms, and which in fact could have been turned either way; and of his repeated assertions that the villagers had voluntarily agreed to relinquish the ground, I sent for them to ascertain what was really the case, and then what is stated in the foregoing paragraph appeared. It also appeared that of the two men (Soomeroo and Goolaboo) who had signed the agreement, the former did not possess any buffaloes, consequently the goths were of no use to him, nor was he at all one of the head men of the village, and that the latter actually did not reside in the village and had no interest in anything concerning it. I do not assert it, nor could it be proved, because whatever took place would have been done privately, and both giver and receiver would deny it, but the probabilities are that the above two men either received or were promised some gratuity from Captain Montgomerie's servants, for I cannot conceive they would have acted the part they did for nothing, nor do I suppose that Captain M. had any share in the deception attempted to be practised on the court; but the affair proves that he could have made very little enquiry into the matter, and also proves that, but for the precaution I had adopted, the real owners would have lost their land by the intriguing roguery of a servant and is an illustration of what I have stated in paragraphs 13, 14, and 15.

19. His Excellency may perhaps observe that it could not have been any loss to the villagers to give up that goth, provided Captain M. prepared a place for them a few feet lower down. Certainly, had it been confined to this one instance, it would have been no loss, and I should have had no objection to have used my influence to procure the ground for an invalid officer; nor would the villagers have had any objection to give it up. But where there were so many, where was the business when once commenced to stop? Every other person at Mussoorie would have expected from the equal assistance, the whole of the goths would have been occupied; the new ones would have been also taken possession of. When the bungalows were completed, the new goths as fast as they were formed, would have

\* This was not in fact particularly the case. Captain M. did not know whom they could know, and the goth he had, but as I am sorry to say, the idea generally obtained by the presence of this part of the court, and the reports of having any transaction with an English gentleman, and I regret still more that the English did not take more pains to ascertain the truth of the matter.

† It is hardly possible to say that having done so, the other men agreed to attend, and that it is right to say that the other men agreed to attend, and that the other men had no objection, and that the other men had no objection to attend, and that the other men had no objection to attend.

been wanted to erect out offices, cattle-sheds, &c., on, till not only would most of the eligible ground for goths have been occupied by gentlemen, but the facilities afforded by having shelter for cattle would have induced many of them to keep on the hill, their cows, sheep, goats, &c., and thus entirely deprive the villagers of their pasturage. Had I, after assisting one officer, refused to assist another, it would have probably occasioned many complaints to the Commander-in-Chief; or at least a report that my friends might do as they pleased (overlooking the circumstance of my not being acquainted with Captain Montgomerie, or probably not considering whether I were or not) whilst others had all sorts of obstacles thrown in their way. It was on this account also, that the villagers, when I explained to them that they were at perfect liberty to sell any part of their land, declared that they would on no account do so. Two years ago, when two goths were occupied by Major Young, who, seeing them apparently unoccupied, did not know that the people required them, they took no notice, partly because they thought the matter would stop there, and partly because they did not know whether any complaints against an English gentleman would be attended to; but now that numbers resorting to the hill were so great, there would be no end to encroachments if once commenced; and they declared that if any more were made they would desert the province, and remove into the territories of the Rájah of Gurbwal. Besides, there was no superiority whatever in the goths, except that these were already level; there were abundance of other spots, some of less, some of equal, and some of greater height (if Captain M. wanted height) which only required levelling to make them equally eligible.

20. In conclusion, I beg to assure His Excellency that I have had a very difficult part to act during the past season, there was so short a time to execute the Government buildings and arrangements, that every effort I could make was not nearly sufficient to supply Captain McMullen with what he required; and I can fearlessly appeal to him to prove that I did assist him to the utmost of my power, in supplying him with tools, in procuring for him labourers, and one or two artificers, (the latter and more than 100 of the former I took from work which I had in progress to their great delay) bunness to settle on the hill to supply his workmen, in giving him house-room for those workmen who could assist him, either personally or by using my private or official influence.

21. Then, after all the resources of the province (poor as they certainly were) and, as far as artificers went, of the neighbouring ones of Meerut, Karnaul, and Saharunpoor, had been drawn forth by Captain McMullen for the public account, a number of individuals (I believe not less than thirty) came up of the greater part of whom, each conceiving that his own case required peculiar indulgence and assistance, and expecting to receive whatever he required, from the Civil Officer, both to build and carry his baggages up the hill. Much of my time was taken up in answering notes and applications for what could not be granted, in some instances for what was unknown in the Province, and some were much annoyed that I would not force the inhabitants of the Doon to carry loads up the hill, the consequence of which would have been the desertion of the province by those forced: so that on the whole I think myself extremely fortunate, that instead of one a great many complaints have not been made against me, although I kept civility in view as much as possible in everything I said, did or wrote on the subject, and that two or three villages have not been deserted on account of the vexations the inhabitants received. I have not exaggerated this; it was only by my personally encouraging the people, and sending guards to the villages alluded to, to protect them, that the desertion was prevented.

22. I have been induced to pen this letter for the purpose mentioned in the first paragraph, and have only to apologize for the delay in writing it which was occasioned by my having to send to Dhera for records and papers on the subject.

DEHRA DOON :  
 ASSISTANT COMMISSIONER'S OFFICE. }  
 Proc. 4th August 1828.

I have, &c.,  
 (8d.) F. J. SHORE,  
 Assistant.

## Exhibit 8A.

To [Correspondence—Commissioner to WELLS, 1842.]

W. EWER, Esq.,  
Commissioner of Revenue and Circuit,  
Northern Division Doab, Meerut.

SIR,

I have the honour to report the arrangements which have been made by gentlemen who have visited the hills north of Dehra and occupied the ridge which forms the northern boundary of the Doon.

2nd.—The boundary which separates the Doon from Jounpoor (a *purgunna* belonging to the *Rajah of Garhwál*) is determined by the course of water which falls on the summit of the range, so that most of the sites chosen for the purpose of building are directly on the boundary line, and some of them include a third claimant, as land belonging to the *jageer* of Suroop Doas, Mahont of Dehra.

3rd.—Various disputes were occasioned by the above circumstances. As soon as the advantage of the situation was found out, and offers of rent made by those who wished to become tenants, which were not settled until the whole had undergone a regular measurement, and an agreement between the parties registered in my Office—(?)

4th.—The result of these agreements is as follows:—

Ground occupied by individuals who have made private arrangements with the zemindars which have been registered to prevent disputes:—

			Rs.	s.	p.
Purgunna Jounpoor, pucca beegahs	271-18-0,	rent per annum	...	52	8 0
Ditto Doon ditto	246-7-0,	ditto	...	62	8 0
Jageer Suroop Doas Mahont, pucca beegahs	235-5-15,	rent per annum	...	19	0 0

5th.—There still remain grounds occupied by public bungalows, Commissariat Cattle and Pioneer's Lines at Landour, Kumecoontain and Rajpoor, for which no rent has yet been fixed, the measure of which is as follows:—

Purgunna Jounpoor, pucca beegahs	120-7-7½,	Mahont Suroop Doas.
Landour	24-2-7½	
Rajpoor	25-0-0	
Zemindars of Kearkoolas	8-0-0	

At Rajpoor, which is situated at the foot of the hills, there are at present only 17 beegahs occupied, but it is necessary to secure at least 25 beegahs as encamping ground, and as this ground is capable of cultivation and yields two *musils*, it should be valued as such.

6th.—After due consideration of the facts above stated, I am induced to recommend that remuneration be made on account of Government as follows:—

	Rs.	s.	p.
To the zemindars of Jounpoor	...	...	36 0 0
To Suroop Doas Mahont, for 49 beegahs including encamping ground	...	...	31 0 0
To zemindars of Kearkoolas	...	...	1 0 0

7th.—At present there is no restriction as to the quantity of ground which individuals agree for, and the consequence is that some estates are extended so as to include hill and peaks to prevent the bungalows being overlooked by any person hereafter wishing to occupy them.

8th.—There is no ground in excess, so that actually occupied, included in the above statement, so as to admit of extending the limits of the Landour Depot and private bungalows arising on the ridge, which may hereafter interfere with the views of Government.

9th.—I have deemed it my duty to report these arrangements for confirmation, and to solicit authority for making a suitable remuneration to the zemindars whose lands have been appropriated to the use of Government.

10th.—I take this opportunity of reporting to you that, under existing arrangements, no inconvenience is experienced or dissatisfaction expressed by the inhabitant

of the Doon, or the villagers in the vicinity of Landour, on account of the influx of European visitors. On the contrary, the advantages of increased demand and influx of money is duly appreciated, the effects of which, I trust, will soon become visible in the improvement of the district.

DEHRA DOON:  
SUPERINTENDENT'S OFFICE.  
The 13th August 1829.

I am, &c.,  
(Sd.) F. YOUNG,  
Superintendent.

The effect of this proposal was the acknowledgement of the zemindar's title to rent.

Exhibit 9.

*Despatch letter Book 1828 to 1831 No. 6, Department IX, in the Register of Registers of Superintendent's Office.*

*Copy of a letter, dated 23th November 1829, from the Superintendent, Dehra Doon, to the Commissioner of Circuit and Revenue, Northern Doab, Meerut.*

To

W. EWER, Esq.,  
Commissioner of Circuit and Revenue,  
Northern Doab, Meerut.

SIR,

As the settlement concluded by Mr. Shore with the teekadars of the Doon, for land revenue, and for the custom duties collected at the Passes on forest produce for five years, will expire on the 1st of October 1830, I deem it my duty thus early to call your attention to a consideration of the arrangements which it may be thought expedient to adopt, in forming the ensuing settlement, particularly as the alterations which after serious consideration of the subject I am induced to recommend, are very considerable, and will require all the intermediate time to carry them into effect, should the sanction of Government be obtained.

2. The proprietary right to the Doon lands, it is admitted by everyone with whom I have conversed on the subject, has from time immemorial been vested in the existing Government, with which I consequently consider it perfectly optional, under present circumstances, to adopt that plan of settlement which may appear most expedient, and instead of farming the land revenue to teekadars whom other Governments have found it convenient to employ, to conclude the present Settlement, directly with the ryots or cultivators, without reference to any intermediate class.

3. Hitherto it has been customary to employ teekadars, or farmers of the revenue, who entered into an agreement with Government, to take certain villages for a sum specified and for a stated period, and under this arrangement the interests of the people were abandoned, as far as revenue affairs were concerned, to the management of a set of men, who had no real interest in the land, no permanent hold, no actual right in the soil, and who were liable to be turned out at the caprice of the Executive Officer or tushseedar, if not fairly outbid at the formation of every new settlement.

4. It naturally followed that the teekadars made the most advantageous arrangement they could for their own temporary benefit, and thought only of obtaining as much as they possibly could, by means of arbitrary exactions from the ryots and also from the lowest class of the inhabitants.

5. Under these circumstances the people had no object to spur them on to exertion, nor hope of bettering their condition and no view beyond that of obtaining a bare subsistence for themselves and families, being well aware that anything beyond that would be claimed by the teekadars, through some of the arbitrary exactions, made under the head of *mulba*. They consequently became habitually idle and careless as to the result.

6. It is to this melancholy state of things that I, in a great measure, attribute the poverty of the inhabitants of the Doon, even at this moment (though they improved much under the vigilant protection and good management of my predecessor, Mr. Shore) and the little progress that has been made in cultivation during a long period, and the little increase of revenue which the country can at present yield.

7. It is to the Teekadari System that I attribute the idleness, and apathy, so apparent in the inhabitants of the Doon, which has already been brought to the notice of Government by Mr. Shore, though not attributed directly to the same cause, and it is to the Teekadari System, after being fifteen years under British authority, that I attribute the degraded state of the ryots generally at the present date.

8. With these feelings it may be supposed I am anxious, during the time I remain in charge of the Doon, to propose and to carry into effect such changes as may lead to more happy results: in doing so, however, I am not unconscious of the difficulties which I have to encounter, the opposite interests I have to combine, and consequent probabilities of failure.

9. Still I am urged to make the attempt, by the conviction that my proposals will undergo the inspection, and be subject to the revision of those who are in every respect capable of detecting errors and rectifying mistakes or ready to nullify the whole, should the changes I propose introducing be deemed dangerous or unjust, or should it appear more prudent to pursue the old and beaten path.

10. The principal thing in my humble opinion to be considered in forming a new settlement, with a view to correct the abuses engendered by the Teekadari system, is how to raise the ryots from the degraded state into which oppression has sunk them, and how to dispose of the Teekadars, so as to make them more respectable and useful members of society and of assistance to Government, at the same time depriving them of the unlimited powers they now possess over the ryots and lower classes, without being guilty of harshness, or anything like injustice towards them.

11. It has been admitted and already brought to the notice of Government by the Hon'ble Mr. Shore that the length of time some of the Teekadars and their families have held the situation gives them a claim on the Government, almost tantamount to that of zemindar, and entitles them to consideration in the formation of the settlement.

12. I perfectly agree with my predecessor in the above sentiment, but I am inclined to carry it much farther and to take into consideration the claims of the ryots also, which are equally strong.

13. With a view, therefore, to the attainment of the proposed object, I recommend that a grant of the proprietary right or *zemindaree huck*, of those lands which are now actually under cultivation, shall be presented by Government, as a mark of great favour and a proof of the great interest taken in their welfare, to the ryots, now in actual possession, to them and their heirs for ever under the rules hereafter specified.

14. And that the Teekadars of respectability and long standing, that is, whose ancestors have held the situation and who are now resident landholders in the Doon, shall be selected, and as a matter of great favour and kindness, and in consideration of their former services invested by Government with the rank and title of "mookuddum zemindar," of all the lands now under cultivation, and over which they and their families held sway as Teekadars.

15. That the settlement with the zemindars of the Doon be concluded by the Superintendent in charge with each individual, who has the means of cultivating the land now in his possession, that these lands should be secured to the present holders and his heirs agreeable to the regulations, so long as they continue to pay the tax which shall be affixed on them, which rent or tax shall be determined and sanctioned by Government on fixed principles and moderate assessment (scheduled

No. 1 contains the principles and data, on which I propose to fix the tax generally on all land under cultivation, as three annas per outcha beegah which contains 1,008½ yards—1,008 square yards and three feet.)

16. It shall be the duty of the mookuddum to make the collections from the zemindars, agreeable to the statement which shall be furnished to him by the Superintendent (*vide form No. 2.*), an extract from which will be furnished to each individual, and to pay the amount of each kist into the Government Treasury, deducting from each payment 10 per cent. which shall be considered his *huck*, and be in lieu of all privileges and exactions made under the head of *mulba*, or through any other pretence whatever.

17. "Those lands only which are under cultivation shall be assessed or included in the zemindare mookuddumi, those which remain unappropriated and waste after the settlement now about to be made shall be considered *bona fide* belonging to Government, and entirely at its disposal, but all application for such waste land made through a neighbouring mookuddum shall be attended to, after due consideration being given, to the quantity of grazing land which it may be considered advisable to appropriate to the use of zemindars, and the land let on the following terms: first year ½ anna, second year 1 anna, third year 1½ anna, fourth, 2 annas, fifth, 3 annas, and ever after at the same rates as the lauds now under cultivation."

18. It shall be considered a rule in all cases that the nearest ryot to the land for which application is made, or those whose estate it joins, shall have the option of taking it previous to its being appropriated by more distant zemindars.

19. To prevent irregularities that at present exist from ambitious people seeking to have the name of great zemindars, and for that purpose taking possession of more ground than they have means of cultivating and thus causing a loss to Government, or drawing down ruin on themselves, it shall be considered a part of the present arrangement that all ground, which from whatsoever cause may have remained uncultivated for three years, though included in that which has been given away by Government, may be resumed at the discretion of the Superintendent, after inquiry into the cause which leads to its being thrown out of cultivation.

20. The right of succession to the mookuddumi, should be hereditary, by entail to the next male heir without the power of selling, willing it away or sequestrating it in any manner, and to prevent fraud, imposition, and confusion, no sale of land in the Doon to be effected without the permission of the Collector or Superintendent and all agreements regarding the sale of land should be made out on stamp paper, agreeable to the regulations and registered in court, as well as on the records of the patwarrie of the purgunnah.

21. As a correct measurement of each zemindar's estate thus becomes absolutely necessary as well as a Register of all the waste lands taken in, it will be necessary for Government to appoint four patwarries to the Purgunnah of Suntour, two to that of Bussuntpoor, two to Kullianpoor, two to Sourie and two to Sygepoor, in all 12 Patwarries.

22. It will be duty of these Patwarries to keep a regular and fair register of the village lands and, in conjunction with the mookuddums, as soon as through death, or losses of any description, the proprietors are declared unable to carry on the cultivation of the land, to make arrangements so as to prevent loss to Government, and should no other means offer, to put up for sale the zemindarrie right, the profits of which shall go to the seller after deducting any arrears that may be due to Government.

23. There is another class of inhabitants in the Doon, whose interests should not be entirely overlooked in the present arrangements, though their protection and welfare is so interwoven with, and so essential to, the prosperity of the zemindars, that they might be safely left to their internal village regulations or arrangements; this class includes the *Khoshbashi*, artificers, and lower castes of *shahi*, *labours*, *Haldies*, and *Mistrees*.

24. The ground now occupied by this description of people for houses and small gardens should be rent-free, and they should not be subject to any exactions of gratuitous labour, or be called on to pay anything to the mookuddum or zamindars for an indulgence which proceeds directly for Government.

25. The advantages which would accrue to Government and to the people generally, under these arrangements, would in my humble opinion soon become evident, in the increase of population, extended cultivation, and particularly in an improvement in the comforts and conditions of the people.

26. The desired object of making the generality of the Teekadars useful members of society and at the same time depriving them of the power they now possess of doing mischief would be obtained and instead of their interest being diametrically opposite to that of Government they would be identified with each other, the income of the mookuddum would depend on the prosperity of the ryots, and increase with the increase of revenue.

27. It may be objected that all land is not alike; that poor ground is valued too high and rich soil too low, but it must be recollected that three annas per kutchah beegah is the mean, calculating that each estate contains nearly an equal proportion of four sorts of ground mentioned in schedule No. 1.

28. Whether in fixing the mean at three annas, I have calculated correctly or not, better judges than I am must determine: my intention was rather to be under than above the mark, convinced as I am that where there is such a quantity of fine land lying in waste, that it is not by raising the tax on land already under cultivation that the revenue is to be increased, but by giving it for a long period at a low and profitable rate, and thus encouraging others to enter into agricultural speculations.

29. The above mode of assessment would have the effect of encouraging and rewarding industry, it would become the personal interest of every ryot to manure, irrigate, and improve his estate, as the advantages would accrue entirely to himself, thus differing from the settlements generally made in Upper India which, after a short term of three or five years bring to a level the indolent and the industrious instead of permitting the one to reap the benefit of his exertions and the indolence of the other to draw down its own punishment.

30. The immediate effect of system above recommended would have on the revenue would be nearly as follows:—

	Rs.
100,000 esteha bigas at three annas each ... ..	18,750
Deduct 10 per cent 1,875 rupees and 12 putwaris Rs. 5 each Rs. 720 ... ..	2,595
Total Land Revenue per annum ... ..	16,155
Total ditto last year ... ..	13,645
Increase ... ..	2,510

31. And the effect it would have on the people would be to raise the population generally from a state of poverty and degradation, to independence and respectability. The only real sufferers would be the principal teekadars, whose income would no doubt be very seriously reduced, notwithstanding the grant of land made them as zamindars and the mookuddumce. Indeed there is no calculating correctly their loss, for there is no finding out the extent of their exactions.

32. During the progress of investigation on which I have come to the determination of recommending the abolition of the teekadarie system, I sent for the leading men and put the question to them what they would consider a fair remuneration for the loss they would sustain in case of Government determining on making an assamewar settlement, their reply after consideration was, "10 per cent. on the receipt of Government."

33. I am convinced, however, that in fixing this sum they were influenced in the first place by a desire of under-rating their profits, and in the second by a conviction that the change would never be carried so far as I have proposed, and that although they might suffer some loss, their power and influence would enable them to recover it. When latterly they were made acquainted with my sentiments and the

whole view I took of the subject, they were more candid and confessed they would be great losers, although they acknowledged the benefits they would derive in common with others by having their property and rights secured to them.

34. There are in the Doon five Police chokies which I deem perfectly useless, not worse than useless, for I am convinced that they give more annoyance to the inhabitants than they afford protection, and it is consequently the wish of the zemindars that they should be removed: their removal would cause a saving of Rs. 1,884 per annum, which might perhaps be advantageously employed by allowing the mookuddams an additional 5 per cent. and making the performance of the duties under their directions and responsibility a condition of the zemindari grant subject to a penalty by fine, for neglect or inefficiency.

35. As this plan I have proposed is new to the inhabitants, doubts and fears may be entertained regarding its success, should serious apprehensions be entertained by Government on the same head; to guard against the evils resulting from its failure. It might be made known to the inhabitants of the Dhoon that with a view to bettering their condition the foregoing arrangements are contemplated, but previous to irrecoverably determining on their adoption a trial of the system shall be made, by forming the present settlement for two years, after which, should it succeed, it may be renewed and confirmed for a longer term.

36. The Dhoon at the most moderate calculation contains 1,200,000 cutcha bigas of good ground fit for cultivation of which only 100,000 is at present supposed to be under the plough: until the whole is reclaimed I think it would be impolitic to raise the tax beyond what I have proposed: I would therefore recommend the present settlement, if confirmed on the plan proposed, being fixed for a very long period.

37. Although in paragraph 15 I have proposed that the old teekadars should be selected to fill the situation of Mookaddams, still I should be sorry entirely to exclude men of capital and respectability who might be induced to bring settlers from other parts. In case of such men occupying any waste unclaimed tract after bringing 500 bigas to yield a revenue of three annas per biga to Government they should be entitled to the zemindarrie mookuddumie.

38.	&c.,	&c.,	&c.,
&c.,	&c.,	&c.,	&c.
			I have, &c.,
DEYRAH DOON: SUPERINTENDENT'S OFFICE, 28th November 1829. }			(Sd.) F. YOUNG, Superintendent.

Exhibit 10.

*Received Letter Book, Volume I, of 1830, No. 8, Department IX, in the Register of Registers of Superintendent's Office.*

*Copy of a letter, dated 3rd April 1830, from the Acting Resident and Chief Commissioner, Dehli, to the Commissioner, North Doab, Meerut.*

To

WALTER EWER, Esq.,  
Commissioner North Doab, Meerut.

SIR,

With reference to your despatch of the 31st of last December, I herewith transmit, for your information and for communication to the Superintendent of Dehra, copies of a letter from the Secretary to Government in the Territorial Department, under date the 16th ultimo, and of its enclosure, being copy of the resolution of Government passed the same day on the settlement of the Dehra Dán, with a private note from Mr. Secretary Mackenzie, which I request may be forwarded



to Major Young and returned to me when he shall have made the corrections in the accounts of his office, pointed out by Mr. Mackenzie as necessary.

OFFICE OF RESIDENT AND CHIEF  
COMMISSIONER, DELHI :  
The 3rd April 1830.

I have, &c.,

(Sd.) F. HAWKINS,  
Acting Resident and Chief Commissioner.

Exhibit 11.

*Received Letter Book, Volume I, of 1830, No. 8, Department IX, in the Register of Registers of Superintendent's Office.*

*Letter, dated 5th April 1830, from H. B. HARRINGTON, Esq., to the Superintendent, Dehra Dun.*

To

MAJOR F. YOUNG,  
Superintendent, Dehra.

SIR,

I am directed by the Commissioner for the Northern Division of the Doab to transmit for your information and guidance copies of a letter from the Acting Resident and Chief Commissioner at Delhi, dated the 3rd instant and of its enclosure, and to request that the private note from Mr. Secretary Mackenzie, herewith enclosed, may be returned when you shall have made the corrections in the accounts of your office.

I have the honor to be,  
SIR,

Your most obedient servant

COMMISSIONER OFFICE,  
MEERUT :  
The 5th April 1830.

(Sd.) H. B. HARRINGTON,  
Acting Commissioner, Northern  
Division, Doab.

Exhibit 12.

*Received Letter Book, Volume I, of 1830, No. 8, Department IX, in the Register of Registers of Superintendent's Office.*

*Letter No. 124, dated 10th March 1830, from the Secretary to Government to the Acting Resident and Chief Commissioner, Delhi.*

(Copies)

No. 124.

To

FRANCIS HAWKINS, Esq.,  
Acting Resident and Chief Commissioner, Delhi.

SIR,

I am directed by the Right Hon'ble the Governor General in Council to acknowledge the receipt of your letter, dated the 8th January last, with its enclosures, from the Commissioner of the North Doab and the Superintendent of the Dehra Doon and to transmit to you for your information and for the information and guidance of those officers, the accompanying copy of a resolution this day passed by Government.

I have, &c.,

COUNCIL CHAMBER :  
The 10th March 1830. }

(Sd.) HOLT MACKENZIE,  
Secretary to Government

## Exhibit 13.

[Copy.]

Received Letter Book, Volume I of 1830, No. 8, Department IX, in the Register of Registers of Superintendent's Office.

Read a letter from the Acting Resident and Chief Commissioner at Dehra, dated the 8th January last, with its enclosures.

## RESOLUTION.

Resolved that, as proposed by Major Young, the persons by whom, or at whose risk and charge the land is cultivated, be recognized as proprietors of the same, subject of course to the payment of a rent to Government.

2. That the rate of rent to be assessed on account of Government on the cultivated land be fixed for the ensuing ten years, at three annas per cutoha beegah of 1,008½ square yards, or nine annas for the standard beegah of 3,025 yards.

3. That Major Young be authorized to exercise his discretion in regard to the assessment of individual proprietors: either himself adjusting the amount to be paid by each proprietor on the above principle, or after so determining the aggregate sum to be demanded from any village or other tract, allowing the distribution of the amount to be regulated in such manner as the people may prefer.

4. That grants of waste land be made on the terms specified in the 27th paragraph of Major Young's report, subject to the rules suggested in the two following paragraphs and in paragraph 37, it being provided that the rent to be ultimately demanded from the land after the expiration of the period for which the reduced rates are stipulated, shall be regulated according to the general rates of assessment for similar lands, and it being of course understood that so long as that assessment is paid, the owners are to be entirely at liberty to cultivate the land or not as they may think best.

5. If the terms above mentioned be found not to be sufficiently favourable, and it appear to be necessary either to grant an entire exemption from assessment for a certain period or to prolong the term of low rates, Major Young will be expected to report the circumstance to Government.

6. That the theekadars be employed as mookuddums in the manner proposed in the 14th paragraph of Major Young's report, with a mookuddumee allowance of 10 per cent. on the amount of the Government collected or paid by them.

7. That the mookuddums be distinctly regarded as officers of Government, liable to be removed from the situation, if they shall fail to promote the public interests and to give satisfaction to the people; but otherwise to be continued, as proposed in the 20th paragraph of Major Young's report, and should any individual be removed for misconduct (the general arrangement continuing) a preference shall be given to persons of the same family if otherwise qualified.

8. That Major Young be authorized to entertain 12 patwaries in the manner and for the purposes proposed in the 20th and two following paragraphs of his report on salaries of Rs. 5 per mensem each.

9. That Major Young be directed to report what has hitherto been the condition of the persons referred to in the 23rd paragraph of his report in respect to the payment of taxes or the enjoyment of special advantages. The mookuddums are not to collect from them or any other persons anything besides that is authorized by Government, saving of course the rents of lands of which they may themselves be the owners, the property and occupancy of which will be distinct from the mookuddumee.

10. That the Police Establishment specified in the 31st paragraph be discontinued and that Major Young be authorized to make a reasonable addition, out of the allowances of the mookuddums or such of them as he may require to perform Police duties, not exceeding 5 per cent. on the revenue.

11. That Major Young be authorized to adopt the arrangement suggested in the 32nd paragraph of his report, subject to be satisfied that the persons to

the duties collected at the ghats on the Ganges and Jumna, be not likely to interfere with the rowannah system which he proposes to establish at the passes through the hills.

## TERRITORIAL DEPARTMENT.

The 10th March 1830.

(True copy.) (True copies.)  
 (Sd.) HOLT MACKENZIE, (Sd.) J. P. GUBBINS,  
*Secretary to the Government. Assistant to the Chief Commissioner.*  
 (True copies.)  
 (Sd.) H. B. HARRINGTON,  
*Assistant Commissioner,*  
*Northern Division, Doab.*

## Exhibit 14.

*Translation from old Hindi Register (1828—1842) in the Superintendent's Office at Dehra.*

I, Hardat, Mukhtiyarkar of Raja Sukhdarshan Shah, and we, Bhura and Chaitu, Malguzars of Kyarkuli Bhatta, have settled our dispute about Mussoorie Tiba, Kulri, Kailasoori Tiba and Fauji-dere-ka-tiba by arranging that the Fauji-dere-ka-tiba is to go to Kyarkuli while Kailasoori ka Tiba, the Company's garden and khala (ravine) is to go to the territory of the Raja Sahib to form the boundary of Jounpur. The bungalows which belong separately to the Raja and Kyarkuli respectively are recorded below, and also those on the crest of the hill (panidhal) belonging half and half to both parties. Now anyone questioning this recorded agreement and the following detail will be considered a liar in the Company's courts.

## Detail.

Separate bungalows belonging to	Bighas.	Separate bungalows belonging to	Bighas.
Raja Sahib ... ..	206½	Kiarkooli ... ..	163-19¼
Mr Dipon's compound ... ..	1½	Bungalow of Captain Noor ... ..	1-10
Mr. Fraser's bungalow ... ..	40	Bungalow of Captain Diglaw ... ..	1-0
Captain Born ... ..	150	Dr. Garau in which Lieutenant	
Company's Garden ... ..	15	Bisher used to live formerly ... ..	1-0
		Bungalow of Mr. Low, resident	
Total ... ..	206½	of Jaipoor ... ..	28-10
		Major Steawar and Mr. Dugan ... ..	16-8
Half and half belonging to Raja		Captain Lot ... ..	37-10
Sahib and Kiarkooli ... ..	140½	Captain Fisher ... ..	18-0
Captain Angelo ... ..	84½	Adjutant Shingle ... ..	20-0
Of Raja Sahib 39 Compound ... ..		Captain Philip (or Philik) ... ..	23 8¼
Of Kiarkuli 46½ bungalow ... ..		Dr Rail ... ..	1-13
		Major Cook ... ..	15-0
Total ... ..	84½		
		Total ... ..	163-19¼
Mr. Tena (Collector) ... ..	18½	(Sd.) HARBUTT, Mukhtiyarkar of Raja	
Mr. Thomson ... ..	15	(Sd.) BHURU and CHAITU, Malguzars of	
Mr. Young, Superintendent, ... ..	18	Kiarkooli.	
Dr. Magrath ... ..	3	Dated 15th July 1829	
Mr. Krasnik (or Frankie) ... ..	8		
Adjutant Robert ... ..	2½		
Major Dipon ... ..	2½		
Total ... ..	140½		

I, Hukm Chand, Mukhtiyarkar of Mahant Suroop Das, and we, Bhura and Chaitu, Malguzars, of the villages Kyarkuli, have settled the dispute between Mahant Suroop Das, and ourselves with regard to the Judge Graham's house "The Oaks" and that of Captain Tucker (Pickle) of the Pioneers K. Umathri, by mutually agreeing that in future the rent of both houses will be divided half and half. Henceforth the party questioning this arrangement will be considered a liar in the courts.

Therefore this agreement is drawn up to prevent disputes in future.  
Share of Kiarkuli and Mahant Saroop Doss in the house at Kumaitbri

Kothi of Judge Graham	...	...	3-7½
Kothi of Captain Tickle of the Pioneers	...	...	3-0
Total	—	—	6-7½ (Not in register).

- (84.) MUMSHI HUKAM CHAND, *Makhtiyar of Mahant Saroop Doss.*  
 (84.) BHUBU CHAITU, *Malgoozars of Kiarkooli.*  
 (84.) SHEER KHAN, *Mirdha* } Witnesses.  
 (84.) LACHMAN DAS, *Dabhal* }

Dated 28th July 1829.

Page 13.

List of bungalows for which land was leased by the Malgoozars of Kiarkooli in Sambat 1886, 1st day of the month of Seth (A. D. 1830, May).

	Rs.	s.	p.
Mr. Graham (Judge) share of Mahant Saroop Doss and Kumaitbri	—	8	0 0
Captain Wood, Kumaitbri	...	8	0 0
Mr. Diglaw, Kumaitbri	...	5	0 0
Lieutenant Bisher, Satrawali Kholri bungalow not yet erected	...	5	0 0
Major Steewar, in Kalyalikalri	...	5	0 0
Captain Lot, in Dankol	...	13	0 0
Captain Angelo, Bijetri Toongri	...	10	0 0
Mr. Cook, lives in Anyar	...	5	0 0
Mr. Low, resident of Jyppore	...	10	0 0
Captain Filk in Sitari-ki-Toongri	...	5	0 0
Mr. Thomason near the Pool (Johar) of Kolri	...	10	0 0
Major Young	...	5	0 0
For Pioneer's Company	...	1	0 0
Major Hodgson, share of Kiarkooli and Mahant	...	10	0 0

Parwana addressed to NAND RAM, Peshkar (Naib Tehsildar) of Hazur (Sad-1 Tehsil Dehra Dun.

RESPECTING the boundary of the territory of Raja Sahib, Dehra Dun, Tiba Mussoorie, Landour, Kumaitbri, &c., it is important to ascertain by chain measurement the lands and the quantity of land of the Raja's in the possession of gentlemen, therefore he is ordered to give a detailed account of the boundary and lands, and to take with him men acquainted with the places, and the territory of the Raja Sahib.  
The 26th June 1829.

SIR,

With respect to your official direction to me to report the survey of the bungalows in Landour, Mussoorie, and in the territory of the Raja Sahib; Harkman, tahsil moharrir, and linesmen were sent to Mussoorie and Landour. Those bungalows occupied by the company or private gentlemen in the Raja's territory, those which the Raja's and Mahant Sarup Das' men said were disputed, those on the Mahant's ground, those claimed by both the Raja Sahib and Kiarkuli, and lastly those recently built in Kiarkuli were all surveyed separately. When the Mohurrir brought the papers, it appeared that three of the bungalows, which the Mahant had measured, were really his, but the Raja's men claimed the others and also eight in Kiarkuli, which they had got measured. So according to your order, the disputed bungalows were halved on the supposition that they were right on the crest (panidhal). Hardat, karinda of the Raja Sahib, Mahant Sarup Das, and the zemindars of all Kiarkuli agreed to this.

I submit herewith a copy of the agreement drawn up between Hardat, agent of the Raja Sahib and Hukm Chand, the Mahant's agent, and also of one between the Raja's agent and the Malguzars of Kiarkuli, and a copy in detail of the measurements.

(Sd.) NAND RAM,

The 15th July 1829.

Naib Tahsildar at the district headquarters,  
Dehra Dun.

In obedience to your order the survey of the lands of Raja Sahib Mahant Suroop Dass and Kiarkuli in Landour, Mussoorie and Tibs Kulri has been made on the 25th July 1829.

Total area of Landour	...	...	...	Big. bis. bisw.
				147 10 5
Under the Kiarkuli Pioneer	...	...	...	Big. bis. bisw.
Total of land under Company's karkhana,	144	10	5	

Belonging to Raja Sahib separately, 101-15:—

No. for which leased.	Name of Tenant.	Breadth.		Length.	Bigas.	
		North-south.	East-west.			
1.	Captain Lord	...	...	100	80	20
2.	Colonel Officer Commanding	...	...	80	100	20
3.	Soldiers' barracks and kitchen and Subahdar's Guard	...	...	180	120	54
4.	Butcherkhana	...	...	40	40	4
6.	Captain Montieith	...	...	30	50	3½

Belonging to Mahant Suroop Dass, separately, 5-10:—

6.	Large Bungalow of Soldiers' Doctor	...	...	30	40	Big bis. 3 0
7.	Mr. Syers	...	...	25	40	2 10

Under the company's karkhana belonging to Raja Sahib and Mahant Suroop Dass, 37-5½:—

Raja Sahib.		Big. bis.				
Mahant Suroop Dass						
8.	Captain's bungalow in Company's karkhana	...	...	25	75	4 13½
	Raja Sahib	...	...	2	7	...
	Mahant Suroop Dass	...	...	2	6½	...
9.	Captain Cairn (or Kerron) (of Company's karkhana) Mr. Diglaw, old hospital Of Raja Sahib	...	...	10	26	6 10
	Of Mahaant Suroop Dass	...	...	3	5	...
10.	Soldiers' old barracks down below	...	...	24	20	1 4
	Of Raja Sahib	...	...	0	12	...
	Of Mahant Suroop Dass	...	...	0	12	...
11.	Old hospital (down below) and Commissariat office	...	...	60	35	5 5
	Of Raja	...	...	2	12½	...
	Of Mahant Suroop Dass	...	...	2	12½	...
12.	Company's Bazar	...	...	40	14	1 8
	Raja Sahib	...	...	0	14	...
	Mahant	...	...	0	14	...
13.	New Hospital and Doctor's bungalow (small)	...	...	20	44	13 4
	Raja Sahib	...	...	6	12	...
	Mahaant Suroop Dass	...	...	6	12	...
14.	Mr. MacMillan	...	...	22	21	1 3
	Raja Sahib	...	...	0	11½	...
	Mahant Suroop Dass	...	...	0	11½	...
15.	Commissary Doctor Mr. Healy	...	...	20	10	0 10
	Raja Sahib	...	...	0	5	...
	Mahant Suroop Dass	...	...	0	5	...
16.	Military Works Sergeant	...	...	15	10	0 7½
	Raja	...	...	0	3½	...
	Mahant	...	...	0	8½	...
17.	Garden, Kitchen of Captain Cairn or Kerron	...	...	60	20	3 0
	Raja	...	...	1	10	...
	Mahaant Suroop Dass	...	...	1	10	...
Under Gentlemen in Landour, 29-1:—						
	Raja Sahib	...	...	14	10½	...
	Mahant Suroop Dass	...	...	14	10½	...
18.	Mr. Laddow of the Pioneers	...	...	20	21	1 1
	Raja Sahib	...	...	0	10½	...
	Mahant Suroop Dass	...	...	0	10½	...
19.	Doctor	...	...	140	6	24
	Raja	...	...	14	...	...
	Mahant Suroop Dass	...	...	14	...	...
Belonging to Mahant Suroop Dass, separately, 20						
20.	Major Fox	...	...	40	20	1 4
Remnants of Mahant Suroop Dass and Kiarkuli, 6-7						
	Of Mahant Suroop Dass	...	...	3	15	...
	Of Kiarkuli	...	...	3	15	...
21.	Major Fox	...	...	40	20	1 4
	Of Mahant Suroop Dass	...	...	3	15	...
	Of Kiarkuli	...	...	3	15	...
22.	Major Fox	...	...	40	20	1 4
	Of Mahant Suroop Dass	...	...	3	15	...
	Of Kiarkuli	...	...	3	15	...

Rs. for which leased.	No. leased.	Name of tenant.	Breadth. North-south.	Length. East-west.	Bighas.
Belonging to Rája in Mussoorie and Kulri separately, 208-5 :—					
0	0	23. Compound of Mr. Dipon in which Mr. Land bitter used to live ...	25	30	1½
	6	24. Mr. Fraser ...	200	80	40
27	7	25. Captain Cairn or Erron ...	300	200	150 Agreement given by Mahant; one bungalow plot measuring 88 bighas for Rs. 11; another plot measuring 66 bighas for Rs. 16.
For Rs. 2 taken again a piece of land measuring 8 bighas adjoining to the bungalow.					
5	8	26. Company Garden ...	100	60	15
Belonging to Rája Sahib and Kiarkuli, and 146-15 :—					
		Rája Sahib ...	78	7½	
		Kiarkuli ...	73	7½	
10	9	27. Captain Angelo ...	280	130	64½
Kiarkuli 45½ bungalow.					
Rája Sahib 89 compound.					
8	10	28. Mr. Turner, Collector ...	90	60	18½
Kiarkuli ... 6 15					
Rája Sahib ... 6 15					
10	11	29. Mr. Thomason ...	100	60	15
Kiarkuli ... 7½					
Rája Sahib ... 7½					
5	12	30. Mr. Young, Superintendent ...	90	80	18
Kiarkuli ... 9					
Rája Sahib ... 9					
5	13	31. Doctor Magrath ...	40	30	8
Kiarkuli ... 1½					
Rája Sahib ... 1½					
0	14	32. Mr. Croker and Goodman, two bungalows ...	80	40	8
Kiarkuli ... 4					
Rája Sahib ... 4					
8	15	33. Adjutant Roberts ...	44	21	2½
Kiarkuli ... 1 2½					
Rája Sahib ... 1 2½					
0	5	34. Major Dipon and Mr. Philip ...	40	25	2½ Major Ramsay enclosed 10 bighas packka in his compound on 29th December 1854.
Kiarkuli ... 1 5					
Rája ... 1 5					
2 10					

Belonging to Kiarkuli separately, 167-6-5 :—

0	5	35. Captain Ewer ...	80	20	He erected no bungalow nor did any bing. nor can the site of the projected bungalow be ascertained; the land might be struck off the register.
5	17	36. Captain D. Angelo (Diglow) in Mr. Leadbeater's bungalow ...	40	10	1 Powell said
0	18	37. Doctor Garden ...	40	10	1 Don't enter as his bing is not (here).
10	19	38. Mr. Shaw Resident of Jeypore ...	114	100	28 10 0
5	20	39. Major Stewart and Mr. Douglas ...	80	82	16 8 0
13	21	40. Captain Lord ...	75	200	37 10 0
10	22	41. Captain Fisher ...	80	120	18 0 0
8	23	42. Adjutant Shingle ...	80	160	20 0 0
5	24	43. Captain Philip ...	110	85	23 8 5

## REPORT ON THE LAND TENURES OF MUSSOORIE.

Rs. for which leased.	No. of tenant.	Name of tenant.	Breadth North-south.	Length East-west.	Big. bis.
0	26	44. Doctor Royal	22	30	1 13
					The whole bungalow there entered in the name of Major Colvin
5	26	45 Major Cook	81	75	15 4
8	27	0 Captain Wood in Kulri	30	30	2 5
		46. Pioneer Company	30	42	3 3
		(84.) HAN DATT, Mukhtyar Raja Sahib. (Sd.) HUKAM CHAND, Mukhtyar, MAHANT SCROOP DASS. (Sd.) BHURU CHAITU, Malguzars of Kiarkuli.			

Dated 16th July 1829.

Dated the 4th January 1830.

		Name of tenant.	Breadth North-south.	Length East-west.	Big. bis.	
10	28	47. Bache Rajput, of village Koili within the Raja's territory reported that Mr. Syers enclosed a piece of land for bungalow in the said village on an annual rent of Rs. 10.	70	70	12 5	
					The agreement was drawn on the 16th July 1831.	
		Dated 25th February 1830.				
10	4	48. Land of bungalow of Mr. Hodgson and Pioneer Company belonging to Mahant Surroop Dass and Kiarkuli, (name of the place Nanth Udar Koholi).	40 South.	100 North.	10 0	
			Mr. Campbell's pillar.	Hillock next to the (stores) of bungalow.	West. East. West. East.	
0	30	49. Land of bungalow of Mr. Loyal, a merchant in Mussoorie near the Butchere.	61	60	9 3	
0	0	50. Land of bungalow of Colonel Arnold, Kiarkuli Tiba below the Pioneer's, 1830.	40	40	4 0	
					Left; then Raja of Ladwa erected a bungalow.	
0	0	51. Mr. Campbell (Cawalan) in Tiba Kiarkuli (land of Kiarkuli) above the Pioneer's.	50 South.	25 North.	3 2½	
			Slope of the hill.	Road. Slope of the hill.	West. East.	
					In November 1833 included in Mr. Graham's bungalow, for he had left it.	
0	0	29. Butcherkhana in Mussoorie	40	35	3 10	
					Taken by Caine.	

## Exhibit 15.

## Translation from old Hindi Register.

The residential bungalows in the Company's depôt (karkhana) at Mussoorie, Landour, Kumaitai, and Kulri, &c., have been reported to Government on the 12th August 1829, A. D. (1235 Fasli).

Rupces 31 have been proposed in the report for the 147 bighas 9 biswas 19 biswansis occupied by the depôt buildings at Landour.

Big. bis. biswansi.	Rs.
120 7 7½ of the Raja's	25
24 2 7½ of Mahant Sarup Das'	6
3 0 0 of Kiarkuli occupied by the Pioneers...	1

Rupces 28 have been proposed in the report sent to headquarters for the land used by the Company's depôt at Rajpur, and Rs. 25 have been entered as actually paid by private gentlemen for their land there.

1.—Total land belonging to Raja Sahib	Big. bis. biswansi.	291	18	0
1 At Landour and Kumaitai	Big. bis. biswansi	15	15	10
(a) Rent on contract at Rs. 5-8-0	...	14	10½	0
(b) Ditto without contract	...	1	5	0
		15	15½	10
2. At Mussoorie, Kulri	Big. bis. biswansi.	276	2	10
		291	18	0

		Big. bis.	
(a) Rented on contract at Rs. 47-0-0	...	228	5
(b) Ditto without contract	...	48	17½
		<u>276</u>	<u>24</u>
II.—Under the possession of Mahant Sarup Das at Landour ...		Big. bis. biswansi.	
1. At Landour	...	23	5 15
		<u>23</u>	<u>2 15</u>
		Big. bis. biswansi.	
(a) Rented without contract	...	1	11 6
(b) Do. on contract at Rs. 19	...	21	14 15
		<u>22</u>	<u>5 15</u>
III.—Belonging to Kairkull	...	Big. bis. biswansi.	
1. At Landour and Kumaithai	...	6	15 5
		Big. bis. biswansi.	
(a) Rented without contract	...	2	11 10
(b) Do. on contract at Rs. 13-8-0	...	4	3 15
		<u>6</u>	<u>15 5</u>
2. At Mussoorie Tibba	...	Big. bis. biswansi.	
		237	11 15
		Big. bis. biswansi.	
(a) Rented without contract	...	69	8 15
(b) Do. on contract at Rs. 49	...	168	3 0
		<u>237</u>	<u>11 15</u>
		244	7 0
Total land at Mussoorie in the possession of European gentlemen		<u>559</u>	<u>10 15</u>

On this report Government sanction has been received for Rs. 67 being paid for the land in the Company's Depôt.

					Rs.
Due to Raja Sabib from Company	...	...	...	...	35
Ditto Mahant Sarup Dass	...	...	...	...	31
Ditto Kairkull	...	...	...	...	1
					<u>63</u>

Exhibit 16.

Commissioner's Judicial Correspondence, 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.  
 Copy of letter No. 2289, dated 25th July 1840, from the Secretary to the Government, North-Western Provinces, to the Secretary to the Government of India. Military Department, Fort William.

[COPY.]

No. 2289.

To

LIEUTENANT-COLONEL I. STUART,  
 Secretary to the Government of India,  
 Military Department, Fort William.

SIR.

I am directed by the Hon'ble the Lieutenant-Governor to transmit to you for the purpose of being laid before the Right Hon'ble the Governor-General of India in Council, the accompanying copy of a letter from the Political Agent, Dehra Dhoon, dated the 6th instant, with its enclosures.

2. As Landour is a military cantonment, a decision upon the proposal for raising a fund by subscription for the present year, and converting it into an annual house-tax for the improvement and construction of roads, appears to be out of the



Lieutenant-Governor's province. His Honour, however, is very favourably disposed towards the proposition, and strongly recommends its adoption.

AGRA :  
The 25th July 1840. }

I have, &c.,  
(Sd.) I. THOMASON,  
Secretary to the Government,  
North-Western Provinces.  
(True copy.)  
(Sd.) I. THOMASON,  
Secretary to the Government,  
North-Western Provinces.

Exhibit 17.

Commissioner's Judicial correspondence, 1840, No. 30, Department IX, in the Register of Registers of the Superintendent's Office.  
Copy of letter No. 2288, dated the 25th July 1840, from Secretary to the Government, North-Western Provinces, to the Political Agent, Deyrah Dhoon.  
No. 2288.

To

LIEUTENANT-COLONEL F. YOUNG,  
Political Agent,  
Deyrah Dhoon.

SIR,

I am directed by the Hon'ble the Lieutenant-Governor to acknowledge the receipt of your letter, dated the 6th instant, with its enclosures, and in reply to transmit to you the annexed copy of a communication to the Secretary to the Government of India, Military Department.

2. His Honour is quite prepared to receive a similar application from Mussoorie.
3. The original enclosures of your letter are herewith returned, copies having been kept for record.

AGRA :  
The 25th July 1840. }  
[Enclosures lost.]

I have, &c.,  
(Sd.) I. THOMASON,  
Secretary to the Government,  
North-Western Provinces.

Exhibit 18.

Commissioner's Judicial correspondence 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.  
Copy of a letter No. 409, dated 5th November 1840, from the Commissioners, 1st Division, to the Political Agent, Dehra Dún.  
No. 409.

To

LIEUTENANT-COLONEL YOUNG,  
Political Agent, Dehra Dún.

SIR,

I have the honour to forward for your information copy of a letter from the Secretary to Government, North-Western Provinces, No. 3077, of the 2nd instant, with its enclosures, and to request that you will favour me with your opinion on the subject of it.

COMMISSIONER'S OFFICE. }  
1st Division }  
The 5th November 1840 }

I have, &c.,  
(Sd.) G. F. FRANCO,  
Commissioner



Exhibit 19.

Commissioner's, Judicial Correspondence, 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.

(COPIES.)

Copy of letter No. 3077, dated the 2nd November 1840, from the Secretary to the Government, North-Western Provinces to the Commissioner, Meerut Division.

No. 3477.

To

G. F. FRANCO, Esq.,  
Commissioner, Meerut Division.

SIR,

I am directed by the Hon'ble the Lieutenant-Governor to forward copies of the documents noted in the margin, for your information, and for the purpose stated in the last paragraph of my letter of this date, to the Secretary to the Government of India in the Legislative Department.

Letter from Government of India No. 283, dated 14th September, and enclosure. My letter to Government of India of this date and enclosure.

AGRA :

The 2nd November 1840. }

I have, &c.,  
(Sd.) I. THOMASON,  
Secretary to the Government,  
North-Western Provinces.

Exhibit 20.

No. 283.

Commissioner's, Judicial Correspondence, 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.

Copy of letter No. 283, dated the 14th September 1840, from the Junior Secretary to the Government of India, to the Secretary to the Government, North-Western Provinces.

To

I. THOMASON, Esq.,  
Secretary to the Government, North-Western Provinces.

SIR,

I am directed to acknowledge the receipt of your letter No. 2484, dated the 20th ultimo, with its enclosures, on the question whether Dehra Doon is to be considered as included in the Regulation Provinces.

2. In reply, I am desired to state that in the opinion of the Governor General in Council, it is expedient that the Dehra Doon should be deemed to be included in the Regulation Provinces, and as some difference of opinion appears to have been entertained by high authorities upon this subject, an Act, of which copy is enclosed for the information of the Hon'ble the Lieutenant-Governor, North-Western Provinces, will be passed without delay.

I have, &c.,

(Sd.) F. J. HALLIDAY,

FORT WILLIAM :  
The 14th September 1840. }

Junior Secretary to the Government of India

**Exhibit 21.**

*Commissioner's, Judicial Correspondence, 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.*

Draft Act.

**An Act concerning the annexation of the Dehra Doon to the district of Saharanpore.**

It is hereby enacted that the tract of country called the Dehra Dún, is for all purposes to be deemed annexed to the district of Saharanpore.

(Sd.) F. J. HALLIDAY,

*Junior Secretary to the Government of India.*

(True copy.)

(Sd.) F. J. HALLIDAY,

*Junior Secretary to the Government of India.*

**Exhibit 22.**

*Commissioner's, Judicial Correspondence, 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.*  
*Copy of letter No. 3076, dated 2nd November 1840, from the Secretary to the Government, North-Western Provinces, to the Junior Secretary to the Government of India.*

No. 3076.

To

F. J. HALLIDAY, Esq.,

*Junior Secretary to the Government of India,*

*Legislative Department, Fort William.*

SIR,

I am directed by the Hon'ble the Lieutenant-Governor to acknowledge the receipt of your letter No. 253, dated September 14th last, proposing the enactment of a Regulation for including the Dehra Doon in the Regulation Provinces.

2. His Honour would remark that the proposed working of the Act does not appear the best calculated for attaining the desired object. Under Act XXI of 1836, it has been left to the Supreme Government to fix the limits of the several districts. Such a power has been beneficially used, nor does there seem any reason to make a single exception to that practice in the present instance.

3. Nor indeed does His Honour conceive that it is the intention of the Supreme Government so far to alter the present arrangement, as to make the Dehra Doon a part of the district of Saharanpore. At present, the Political Agent and his Assistant in the Magisterial and Revenue Departments, exercise their powers as though the Doon were a totally separate district from Saharanpore. It is only in the administration of Civil and Criminal Justice, that the Doon is united with Saharanpore.

4. The wording of the latter clause of Section II, Regulation IV, 1817, would appear to be better suited to the case, and is generally followed in the annexed draft of a proposed Act.

5. His Honour, however, would further advert, in this place, to the correspondence forwarded with my letter No. 2577, dated September 1st last, regarding the establishment of a local fund at Mussoorie, part of which is included within the limits of the Dehra Doon, and part in a foreign territory.

6. It is evidently desirable that the system should prevail in all parts of this station, and there would appear to be several reasons, which require the enforcement of local rules here, as well as at Simla and Darjeling. The rules regarding the preservation of wood, the access to springs of water, and several other regulations of local expediency, would have to be provided for by legislative enactment, if the proposed law were passed without reservation.

"The laws and regulations established for the internal administration of the ceded and conquered provinces, are hereby declared to be in full force and effect in the Dehra Doon."

7. His Honor would, therefore, propose to exclude from the proposed enactment the station of Mussoorie, and leave it, as in other cases, subject to such rules as the local Government may from time to time enact.

8. It may be further remarked that the Hill States of Jaunsar and Bawar are not alluded to in the proposed draft. It would scarcely appear advisable to introduce the existing Regulations into such rude provinces as those.

9. A revised law to meet the foregoing suggestions is annexed to this letter, and recommended to the consideration of the Legislative Council. A copy of the correspondence will be forwarded to the Commissioner of the Division, in order that the local authorities may have the opportunity of expressing their opinions regarding it.

I have, &c.,

AGRA :  
The 2nd November 1840. }

(Sd.) I. THOMASON,  
Secretary to the Government, N.-W. P.

Exhibit 23.

Commissioner's, Judicial Correspondence, 1840, No. 30, Department IX, in the Register of Registers of the Superintendent's Office.

DRAFT OF ACT.

An Act regarding the internal administration of the Deyra Doon and provinces annexed to it.

It is hereby declared that the laws and regulations established for the internal administration of the ceded and conquered provinces, are in full force and effect in the Deyra Doon.

II.—The Station of Mussoorie and the provinces of Jaunsar and Bawar shall not be held to be included in the Deyra, Doon, but the functionaries, who have charge of the Doon, shall exercise authority within the above limits, in conformity with such instructions as they may from time to time receive from the Government of the North-Western Provinces.

III.—It is competent to the Government of the North-Western Provinces to fix the limits of the station of Mussoorie, and hereafter to extend them, if the circumstances of the station require such extension.

(Sd.) I. THOMASON.

Secretary to the Government, North-Western Provinces.

(True Copy.)

(Sd.) I. THOMASON,

Secretary to the Government, North-Western Provinces.

(True Copy.)

W. KELLY,

Head Clerk.

Exhibit 24.

Extract from a report furnished by COLONEL YOUNG, Superintendent, to R. N. C. HAMILTON, Esq., Secretary to Government, North-Western Provinces, on the state of administration prevailing in the Doon.—Dated 27th November 1841.

"The sanatorium of Mussoorie and military depot of Landour are at present considered as a part of the Doon and are governed by the same rules and regulations; but to provide for the better administration of magisterial and civil duties in that vicinity it was found expedient to remove the joint magistrato and munsif's office from the soldier station of Dehra during the season when the great concourse of people assembled at these stations, that is from the 1st April to the 1st November. During the past season the above duties were thus provided for and the arrangement seems to have worked well; but such is the increased and increasing value of property and the number of permanent settlers flocking up to these hills and the important establishments springing up daily that I am of the opinion that a permanently resident magistrate and munsif has become indispensable, and that he who performs these duties should be relieved from all others requiring his attendance elsewhere.

Under this arrangement I am of the opinion the administration might be conducted in strict conformity to the regulations under general superintendence of the Political Agent, to whom an appeal in all cases should be open. Any special enactments which the exigencies or peculiarities of the locality render expedient might be embodied in a Code of bye-laws to be administered by a committee of resident members (agreeable to a proposition already before Government) under the protection of the law.

The portion of the Doon from which it is proposed to form the settlement of Mussoorie would, agreeable to Captain Brown's measurement and the assessment now forming thereon for 20 years, be as follows:—

The foregoing includes the lands of Chamsaree and Rajpore which are Lakaraj of Guru Ram Roy. About an equal measurement of land belonging to the Rájah of Gharwal would fall under the boundary of the proposed settlement of Mussoorie, should that now before government be approved of, for which an arrangement must be made with the Rájah, in effecting which no difficulty is anticipated. The lands under tillage and capable of immediate return are alone the property of the zamindars. The hill-forest, ravines, and waste belong to Government; but the mokaddams have hitherto been permitted to let a portion of these lands to Europeans and other settlers as building sites under certain conditions, but although these arrangements of the Political Agent received the sanction of Government the increasing value of property within the boundary proposed renders it advisable that more definite orders should be issued confirming the rights and securing the tenures of those who hold lands and possess property in the hills, obtained under existing rules and providing for future contingencies, suggestions on which are contained in my letter No. 57, dated 29th July 1841, to Mr. Commissioner Franco.

#### Exhibit 25.

No. 199.

*Correspondence from Commissioner to Wells, 1842.*

To

*The Committee for the Construction and Repairs of Roads and Improvement of the Station on the part of the House Proprietors at Mussooree.*

GENTLEMEN,

With reference to your petition to the Hon'ble the Lieutenant-Governor, North-Western Provinces, dated the 27th of July last, I have the honour to forward for your information copy of a letter to my address from the Secretary to the Agra Government, in the Judicial Department, dated the 8th instant, No. 839.

2. You will observe that in the 9th paragraph of Mr. Thomason's communication, His Honour is desirous that you should again consider the bye-laws that were formerly proposed by you, as some time has now elapsed since they were framed, and your further experience may probably induce you to revise some points in the proposed code as more suitable to the existing circumstances of your locality and to the wishes of the present residents at Mussooree.

3. You will therefore oblige me by convening a general meeting of the house proprietors at your earliest convenience, and by submitting to me the result of your consultations in a new code, in amendment of that formerly proposed, to such extent as you may deem advisable.

4. In the 13th paragraph of the "bye-laws" submitted to the Government with your petition, it does not appear to what limit the authority of the local civil court is to extend, nor on what questions it is to be regarded as a "court of appeal."

5. I consider that the term of "appeal," in its technical sense, is scarcely applicable to the meaning and intent of the proposers, and that the paragraph may be altogether omitted, as it is provided in the 11th paragraph preceding, that the committee may sue through their Secretary in the civil court for the amount of any rate that may not be paid. This, however, would be a very tedious process, and the

Secretary might constantly be involved in litigation in a court where the forms are necessarily numerous, and procrastination is an evil that can with difficulty be evaded.

6. I would therefore suggest that the Government be solicited to authorize some more summary mode by which payment of the rates would be enforced, in the same manner that all taxes and demands for municipal purposes are now leviable in the provinces where the regulations are in use.

7. In conclusion I beg to draw your attention to the 2nd paragraph of Mr. Thomson's letter, that, in framing your proposed laws, you may duly consider the spirit of the order which vests the control of the administration in the offices held by me. At the same time I assure you that you may at all times cordially rely on my support and co-operation in the execution of any measures for the benefit of your prosperous and rising station.

8. A copy of this letter will be forwarded for the information of the Political Agent of Dehra Doon.

COMMISSIONER'S OFFICE,  
1ST DIVISION :  
The 13th May 1841.

I have, &c.,  
(Sd.) G. F. FRANCO,  
Commissioner.

Exhibit 28.

*Correspondence from Commissioner to WELLS, 1842.*

[COPY.]  
No. 839.

To

G. F. FRANCO, Esq.,

*Commissioner of the Meerut Division.*

SIR,

I am now directed to communicate to you the resolutions of the Government on the application made last year by the residents at the hill station of Mussoorie, to be allowed to collect and manage funds for the repair of the roads and general improvement of the station.

2. The correspondence on the subject does not appear always to have been carried on through your office; but the whole of it will be accessible to you, whenever requisite in the offices subordinate to you. The most important part is the petition of the house proprietors, dated July 27th, and the bye-laws thereto annexed, copies of which are enclosed. Henceforward, you will be pleased to consider yourself as the fixed medium of communication with the Government, and the Hon'ble the Lieutenant-Governor looks to you as the proper authority to superintend the working of the measures, and to be responsible for its preservation from all abuse.

3. His Honour will first notice the points which the Supreme Government have determined, and which may now be considered as the basis of all your future proposals.

4. The hill station of Mussoorie will remain, as hitherto, exempted from the operation of the Regulations. The system of civil administration at present in force will continue to be so, except in so far as it may be hereafter modified by rules or bye-laws, which will be duly passed and published for general information.

5. Bye-laws in the spirit of those proposed by the Meeting of July 27th will be passed, and an organization and system of self-administration, corresponding with that proposed, will be sanctioned.

6. If contributions for the purpose of raising a local fund to the extent contemplated in those laws are eventually raised by the proprietors, the Government will contribute Rs. 2,000 per annum for five years. This sum will be payable after May 1st of each year, commencing from the current year; and at the expiration of five years the subject will be again open to consideration. The local funds will then consist of all contributions, fees or fines raised under those rules, and also of Rs. 2,000 per annum contributed by the Government.

7. The public roads noted in the margin will remain as heretofore under the care of the Executive Officer, who will be charged with the repairs, according to the rules of his department, under the superintendence of the Military Board.
8. The proposition for the formation of a new road from the plains, to be paid for by a toll, is deemed well worthy of further consideration. The Local Committee will charge themselves with the examination of the subject, unless any other mode of better attaining the object suggests itself to you.
9. As some time has now elapsed since the Bye-Laws were first proposed, His Honour is desirous that they should again be further considered and submitted for final approval and confirmation by the present residents. You will take steps for having this quickly and carefully executed.
10. With reference to the correspondence noted in the margin (copies of which are annexed), you will further make immediate arrangements for separating in the public accounts the income to the Government of Mussooree and Landour from the income of the rest of the Doon, so that at the expiration of the five years it may be known exactly what is the income of the two

Extract from concluding paragraph of letter from Secretary to the Government of India, dated 16th November 1840.

Letter to Political Agent of December 18th, 1840.

Extract (paragraph 1) of reply from ditto, dated January 9th, 1841, and statement.

Extract (part of paragraph 2) of a letter to the Secretary to the Government of India, dated February 2nd, 1841.

Extract (paragraph 2) of a letter from the Secretary to the Government of India, dated March 23th, 1841.

places. This will include the several heads of ground-rent, abkaree, drugs, stamps, fines, and, in short, all sources from which the Government now derive any revenue. On this subject the Revenue Accountant will, of course, render you his assistance.

11. His Honour is prepared to receive any proposal for making the ground-rents payable to Government, or individuals, a deduction from the sum of Rs. 2,000, thus undertaking itself the satisfaction of these claims, and devolving on the Local Committee the collection of all such rents.

12. His Honour trusts that these measures will be found effectual for giving a new impulse to the improvements which are already in progress in Mussooree, and requests that you will make known to the residents at that station the deep interest he feels in the success of their project, and his earnest desire that the administration of their affairs should be so conducted as to afford the fullest encouragement to the laudable exertions they are disposed to make for the welfare and prosperity of the rising station.

AGRA: }  
The 8th May 1841. }

I have, &c.,  
(Sd.) J. THOMASON,  
Secretary to the Government,  
North-Western Provinces.

(True copy.)

W. KELLY,  
Head Clerk.

Exhibit 27.

Miscellaneous English correspondence, 1842 (Well's Settlement).  
[COPY.]  
No. 25.

To

G. F. FRANCO, Esq.,  
Commissioner, 1st Division, Meerut.

SIR,

I have the honour to acknowledge the receipt of your letter No. 38, dated 16th July 1841, with its enclosure, from Colonel Everest, Surveyor-General of India and lease proprietor at Mussoorie, directing me to point out to that gentleman the

steps he should pursue in order to obtain a permanent title to the land attached to his estate.

2. In paragraphs 2nd and 3rd of your letter you are kind enough to instruct me in what manner I should effect the arrangement, which I beg leave to state is what has already been done. The arrangement, entered into between Colonel Everest's predecessor and the mookuddum of Birkholes was duly registered, as also that between Colonel Everest himself and the same Mookuddum, and these are the terms on which every householder at Mussoorie at present holds his land.

3. Colonel Everest not feeling satisfied with the above security to his estate is desirous of coming to some final settlement whereby his title may be defined and security afforded to him against trespass (*vide* his letter to your address, dated 12th July 1841).

4. It appears to me that the only additional securities that can be given to title deeds furnished from Government direct, whereby his tenure will be permanently secured in the same manner as the grants in the Doon; but if these title deeds are granted to Colonel Everest, it will be necessary to extend them to all house proprietors at Mussoorie.

5. The circumstances under which mookuddums of villages in the vicinity of Mussoorie were permitted to let the waste land to settlers not being sufficiently defined or clearly understood, before I adopt or recommend any measure likely to interfere with existing arrangements, I am anxious to lay the whole case before higher authority and to solicit defined instructions calculated to secure the right of all concerned and especially to prevent monopolies, which would in all probability prove detrimental to the success of the rising settlement of Mussoorie.

6. All the southern face of the hills on which the settlement of Mussoorie is situated, is within the boundary of Deyrah Doon (a part of which falls within the jagheer of the Mahant of Deyrah) and agreeable to the resolutions of Government, 18th March 1830. "Those lands only which are under cultivation shall be assessed or included in the *zemindari*, mookuddums, those which remain unappropriated and waste after the settlement now about to be made shall be considered *bona fide* belonging to Government and entirely at its disposal."

7. An exception to this general rule was permitted, when Europeans went up to Mussoorie and wished to secure ground for building, the mookuddums were allowed to let that portion of the waste land on the proviso that all agreements should be registered in the Political Agent's Office and the third part of the rent paid to Government. *Vide* my report forwarded with my letter No. 81, dated 6th August 1840, to the address of the Secretary to Government, North-Western Provinces, in which I recorded my opinion that a revised revenue settlement with the zemindars of the Doon being now in progress, a favourable opportunity is now offered for the introduction of any improvements which it may seem to require.

8. The above arrangements by which the mookuddums in the vicinity of Mussoorie are empowered to enter into arrangements with individuals and let a portion of land which is not actually not theirs, but the property of Government for any sum that may be agreed on between the parties, provided that one-third is paid into the Government Treasury is liable to serious objections and abuse.

9. I beg to suggest, therefore, that the indulgence conceded to zemindars above alluded to be immediately withdrawn and that all agreements actually registered in the Political Agent's Office, up to this date, be confirmed by Government, and a putiah granted to the lessee embracing all the securities required by Colonel Everest, and securing the rents therein stipulated for to the mookuddums, and that all grants of land that shall hereafter be made shall be applied for, marked off, and measured by the Local Authorities, and reported to the Commissioner for sanction, in the same manner as other grants of land in the Doon, and secured to the grantees and their heirs so long as they shall continue to pay the rent thereon fixed.

10. It will rest with higher authority to determine if there shall be any limitation to the extent of estates made over to individuals and also what



remuneration should be made in future to mookuddums for the loss of grazing grounds which the enclosure of estates entails. I think that one-fourth of the rent would supply suffice which might be secured to them in the puttah above proposed. It would of course be the duty of the local authority to recommend the grant being sanctioned with due consideration of the grazing-ground required by the adjacent villages, &c. I would recommend that the amount of ground rent in future to be as nearly as possible on an average of the present existing rates.

11. The whole of the land on the northern face of the hills belong to the territory of the Rájah of Gburwal, who will have no objection to grant puttahs in confirmation of leases, which have already been granted and in future all applications for sites in the Rájah's country will be made through the Political Agent, through whom all arrangements will be concluded.

12. I am the more anxious that the proposed alterations should take place, in consequence of a correspondence which has lately taken place between Colonel Everest and myself which I hereto annex, and from which you will perceive that the original intentions of Government (at all events my construction of them) in granting the indulgence to mookuddums of renting lands to Europeans for estates have been widely departed from. The Colonel instead of renting the land in question as a building site, proposes to secure to himself the exclusive right for an annual sum of Rs. 50 for quarrying slate, cutting wood and grass, &c., on the whole of the lands of Rikholi. If this is permitted the whole extent of the settlement may be secured by a few individuals, at a trifling yearly payment with the sole right of mining, &c., and with the power of sub-letting at an incalculable advantage to themselves and proportionate detriment to individuals who may in future be in want of ground for building. The right of mining ought in my opinion (except on spots selected as a residence) be entirely vested in the lord of the soil, that is in Government. On the back of the agreement I send the original of my answer to Colonel Everest.

13. I may take the liberty here to remark that in my opinion the subject of this letter ought to be taken into consideration along with that of my letter No. 22, dated the 14th July, regarding the boundary line about to be fixed for Mussoorie and Landour.

DEHRA DOON,  
POLITICAL AGENT'S OFFICE;  
The 29th July 1841.

I have, &c.,

(Sd.) F. YOUNG, LIEUT.-COL.,  
Political Agent.

(True copy.)

Officiating Political Agent.

#### Exhibit 28.

*Miscellaneous English correspondence, 1842 (Wells' Settlement).*

[COPY.]

G. T. S. STATION HATIPAN,  
The 23rd July 1841.

To

LIEUTENANT-COLONEL F. YOUNG,  
Political Agent, Dehra Doon.

SIR,

On receipt of the roobakaree from your office I addressed a letter to the Commissioner, Mr. Franco, of which I learn from his reply that a copy has been furnished by him to you.

Allow me to solicit your attentive perusal of the roobakaree in question of which I have drawn up the enclosed translation, further to beg the favour of you to point out the steps which I must pursue to obtain a permanent title to the land attached to the Park estate.

I have stated in my letter to Mr. Franco that all the proceedings in this matter, whether of Colonel Whish or myself, have had the entire concurrence of the Political

Agent, Lieutenant Colonel Young, and you will, I persuade myself, find no difficulty in assenting to the accuracy of this statement, if you will refer to my letters of the 24th August, 7th September, and 6th October 1835, and your own letters of the 17th October 1833 and 4th September 1835.

Allow me to remark that the latter part of the roobakaree not only alludes to a subject totally foreign to that of the lands included within my boundary respecting which I applied to you for information, but contains an *ex-parte* and fallacious statement as you will easily conceive yourself by referring to the agreement dated 26th September 1836, which was sent for deposit in your office and was received by you without any objection, so that the parties, who declared in your court "that about 20 or 25 days ago" &c. (*vide* translation), have declared what they must have known to be utterly untrue, for the renewed agreement dated 1st June 1841 (the first having expired in September 1840), though not yet deposited in your office as the preceding one was, is worded in terms equally explicit and very nearly to the same effect as you will perceive from the copy herewith sent.

As these two subjects are essentially distinct, the one alluding to the ground within my boundary regarding which alone I applied to you by arzi on the 14th June and to Mr. Commissioner Franco on the 12th July 1841; and the other regarding the power claimed by the mookuddums and sub-renters to confer the sole right to quarry slate and cut wood within the proper limits of their village, permit me to beg the favour of you to prevent their being confounded together.

The former seems beyond question to come within the application of Mr. Commissioner Franco's letter of the 28th May to the Committee of house proprietors (*vide* paragraphs 5th, 6th, 7th, and 8th) and also of that to your address of the 16th instant (*vide* paragraph 2nd and 3rd), regarding the latter only there seems to be doubt on your part, and therefore it is of importance on all accounts to keep the two subjects quite distinct from each other.

I have, &c.,  
(Sd.) GEO. EVEREST, LT.-COL.,  
Surveyor General of India.

#### Exhibit 29.

##### *Miscellaneous English correspondence Wells' Settlement.*

[Translation.]

*Roobakaree of the Collector's Court, Dehra Dun, by COLONEL YOUNG,  
Political Agent, 2nd July 1841.*

ON hearing the Arzi of Ilabo Bakas, Mukhtiar Kar of Colonel Everest, Surveyor-General of India, requesting to have a copy of the settlement for assessing the lands of Bikhole village attached to the village of Kiarkuli, a report respecting this was requested from the Tehsildár, and the sub-lessees of the said village were sent for. This day the report of the Tehsildár, together with statement of the sub-lessees was presented. It is evident from the report of the Tehsildár that the settlement of Rikhohi-village is for forty (40) acres of cultivated land at 11 annas 10 gundas per acre, amounting to 27 rupees 8 annas and the fee of Bhuru original proprietor (asil mookuddum), is at two (2) annas sixteen (16) gundas per acre, amounting to seven (7) rupees. The term of settlement commencing from fualce year 1248 and ending 1267 is made with Gulabu and other sub-renters of the village.

All the uncultivated lands together with the hills, valleys, nalas, &c., which are included within the boundary of the village of Rikhohi are the property of Government and nobody has any right to sell or mortgage them as they have not been made over to any person whatever. But the person or persons on whom any cultivated lands are settled have the power to sell or mortgage such lands to any one during the term of the settlement with him or them.

The settlement of the rent of such uncultivated lands on which a house or bungalow is built by any sahib (gentleman) must be made through the mookuddum

of the village, two-thirds of which rent will go to the mookuddum and one-third to Government.

From the settlement of Gulabu and other sub-renters of the village of Rikhole it is evident that about 20 or 25 days ago the Surveyor-General sent for them and said I will stay four years more in these hills, and I wish that you will not hinder me or my establishment from taking such grass, wood, stones, &c., as may be required, and in return you have my leave to graze your cattle and take such grass, &c., as you may require. Then Colonel Everest gave me (Gulabu) 50 rupees as a present and took from me a written agreement to the same effect. I received this money but made no report of it to the mookuddum of the village or the Political Agent on account of its being received by me as a present.

No mookuddum or sub-lessee has any right to sell uncultivated lands, hills, valleys, nullas, &c., which are the property of Government, and none but the Government has the disposal of them.

This sub-renter (Gulabu) has stated to have received 50 rupees as a present and not as the price of the uncultivated lands giving permission at the same time for the taking and cutting of grass, wood, &c., without any hindrance on his part, but it is the right of any one who pleases to cut grass, wood and take stones from uncultivated lands and no one can prevent their doing so. Therefore the sub-renters now present must understand that they must not again give for the consideration of a present any grounds, woods, &c., the property of Government without informing Government of it, and should any sahib (gentleman) wish to have lands for the purpose of building, they (the Sahibs) must enter into such settlements of annual rent as are according to customs now in force and on the sub-renters receiving the rent they shall pay one-third to Government and keep two-thirds to themselves. After having made the sub-renters (asamees of Rikhole village) properly understand this, it is ordered—

That a copy of this proceeding be given to the mookterkar Ilahi Bukas for the information of his master. Colonel Everest is informed that he is to sustain the loss of any presents he may make in such wise and whatever portions of land he may want for renting let him rent them on the same terms as other grounds are rented on which houses are built, one-third of the rent of which go to Government and the rest to the zemindar. Colonel Everest and his establishment and all gentlemen likewise the sub-renters and all persons have the liberty of cutting grass and wood and taking stones from the uncultivated lands and no mookuddum or sub-renter can hinder them, such lands being the property of Government.

(True copy.)

HATIPAOH: }  
The 1st June 1841. }

(8d.) GEO. EVEREST, LIEUT.-COL.

Surveyor General of India.

WE the undersigned inhabitants of Rikhole do hereby agree in consideration of receiving fifty rupees to allow to Lieutenant Colonel Geo. Everest the sole right of quarrying slate and cutting grass and wood within the boundaries appertaining to our village for the space of four years from the 26th of September 1840, to the exclusion of every other person, those of our own village excepted, in whose favour we retain the right of quarrying as much slate as we require for the roofing of our own houses, and we accordingly hereby acknowledge to have duly received from Colonel Everest the sum of rupees 50 (fifty) as his part of the agreement.

مايانکہ مسلمان کلانو و دیارام و ملکو و دلا و کلی و کھرون و رتنو زمینداران رھنے والے کلانوں رکھولی کے ہیں۔ ہم جو اب ہم سب نے اپنی راضی اور خوشی سے جنگل یہاں کلانوں رکھولی کا مع لکڑی اور گھاس اور تھان پنہور وغیرہ کے مبلغ پچاس روپیہ میں جنات کرنل چارج ایورسٹ صاحب بہادر سرورینر جنرل کشور ہند دام اتھالہ کو بطور کرایہ کے واسطے چار ہوس کے تاربخ پنم جون سنہ ۱۸۴۱ع سے دیدیا اور کوئی شخص اس جنگل ہڈیاں سے ہوس کے تاربخ پنہور نہ لے سکیگا اور رھنے والے کلانوں رکھولی کے موافق خواہش واسطے گھر کے لینے ایسی واسطے ہمنے مبلغ پچاس روپیہ بابت کرایہ چار ہوس کے واسطے جنگل ۵۰ چہار طرف کلانوں رکھولی کے

جناب صاحب مدرج سے وصول پائی اس واسطے یہ رہن نامہ ساتھ بطور رسید اور اقرار نامہ کے لئے یہیں جو سند ہوں اور کام آریں - تاریخ یکم جون سنہ ۱۸۴۱ ع •

العہد العہد العہد العہد العہد العہد  
 علامت نشانی گلابو علامت نشانی دیپارام علامت نشانی سلکو علامت نشانی دلا  
 العہد العہد العہد العہد العہد العہد  
 علامت نشانی کلی علامت نشانی کھون علامت نشانی رننو

Bhanu. Khemu. Kali. Dilla. Malku. Daram. Gulabu.

Paid the 31st May 1841, in presence of

(Signed.) M. BONTIEN.

(True copy.)

(Sd.) GEO. EVEREST,  
Surveyor-General of India.

Exhibit 30.

*Miscellaneous English correspondence, 1842 (Wells' Settlement).*

To

COLONEL EVEREST,  
Surveyor-General of India.

SIR,

I have the honour to acknowledge the receipt of your letter, dated the 23rd of July 1841, with its enclosures as per margin, and to acquaint you that I shall reply more particularly to the subject under discussion as soon as I receive a reply to a reference which I have deemed it requisite to make to higher authority before I can adopt any measure likely to interfere with existing arrangements and which it may hereafter form a precedent for rights and securities of tenure under which the estates now occupied by sellers at Mussoorie shall in future be held.

I have, &c.,

DEYRAH DHOON,  
POLITICAL AGENT'S OFFICE : }  
July 1841. ..

(Sd.) F. YOUNG,  
Political Agent.

Exhibit 31.

*Miscellaneous English correspondence, 1842 (Wells' Settlement).*

[Copies.]

No. 363.

To

LIEUTENANT-COLONEL F. YOUNG,  
Political Agent, Dehra Doon.

SIR,

With reference to your letter No. 25 of the 29th of July last, regarding the tenure of land in the station of Mussoorie, I have the honor to furnish for your information copy of the correspondence undermentioned.

I have, &c.,

COMMISSIONER'S OFFICE,  
1ST DIVISION : }  
The 25th September 1841. }

(Sd.) G. F. FRANCO,  
Commissioner.

From Commissioner, to the Secretary to Government, North-Western Province  
No. 333, DATED 25TH AUGUST 1841.

From Secretary in reply, No. 1777, dated 21st September 1841.

From Secretary to Government to the Secretary to the Budget Board of R  
due, dated 21st September 1841.

## Exhibit 32.

*Miscellaneous English correspondence, 1842 (Wells' Settlement).*

[Copy.]

No. 333.

To

J. THOMASON, Esq.,

*Secretary to the Government, North-Western Provinces, Agra.*

SIR,

I have the honor to forward, for the consideration of the Hon'ble the Lieutenant-Governor, the correspondence noted in the margin, relative to an engagement between Colonel Everest, a house proprietor at Mussoorie and the mookuddums of the village to which his ground is attached for the transfer of the rights to the land in question, and also on the general subject of the landed tenures in that portion of the bills.

2. The subject of this correspondence, might perhaps more properly have been submitted through the Sudder Board of Revenue, North-Western Provinces; but it is so mixed up with the late questions regarding the settlement of Mussoorie, which are alluded to in the accompanying papers and relative to which the correspondence has been carried on direct with your office, that I have considered it more convenient and expedient to address you on the subject.

3. The Political Agent appears to me to have taken a correct view of the matter throughout, and I would particularly refer His Honour to the opinions noted in the letter from that officer. It is impossible under the existing nature of the tenures, that Lieutenant-Colonel Everest can be allowed to appropriate, exclusively, the natural productions of an immense piece of land on the mere payment of a sum of 50 rupees (not annually) to the mookuddum having no power nor authority to transfer the right in the soil.

4. The revised settlement of Deyra Doon is now nearly completed and the lands of the khalsa villages in the vicinity of Mussoorie will be included in it. It may therefore be necessary to make some local rules, by which the proprietors may be secured in a permanent title to the grounds on which their estates are built, with such reservations as may be considered just and proper.

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 24th August 1841.

I have, &amp;c.,

(Sd.) G. F. FRANCO,

*Commissioner.*

## Exhibit 33.

*Miscellaneous English correspondence, 1842 (Wells' Settlement).*

[Copy.]

No. 1777.

To

G. F. FRANCO, Esq.,

*Commissioner, Meerut Division.*

SIR,

I am directed by the Honourable the Lieutenant-Governor to acknowledge the receipt of your letter No. 333, dated 25th ultimo, regarding the tenures of land in the station of Mussoorie, and in reply to transmit to you a copy of the letter this day addressed to the Secretary to the Sudder Board of Revenue on the subject.

2 The original enclosures of your letter are returned, copies being kept for office record.

AGRAH :  
The 21st September 1841.

I have, &c.,  
(Sd.) J. THOMAS SON,  
Secretary to the Government,  
North-Western Provinces.

Exhibit 33A.

*Miscellaneous English correspondence, 1842 (Wells' Settlement).*

[Copy.]

To

H. M. ELLIOT, Esq.,  
Secretary, *Sudder Board of Revenue,*  
*North-Western Provinces, Allahabad.*

SIR,

You are requested to lay before the Sudder Board of Revenue the accompanying copy of a letter, dated August 25th, from the Commissioner of Meerut Division, and of its enclosures, regarding the tenures of land near or attached to the station of Mussoorie.

2. The question immediately under discussion in this correspondence appears to be the validity of a transfer to Colonel Everest, Surveyor-General of India, by the mookuddum and inhabitants of Rikhole, of the sole right of quarrying slate and cutting graes and wood within the reputed boundaries of their village for the term of four years. The consideration for this privilege was the sum of 50 rupees paid to an individual named Gulabu. The validity of this transaction must apparently depend on the terms of the settlement of Rikole; but as that settlement is now before the Sudder Board, His Honor is reluctant to express an opinion on the question, and without consulting with the Board.

3. The circumstances mentioned in this correspondence are not very clearly stated; but enough is apparent to show that the whole question regarding the tenures at this station are very loose and undetermined. It is possible that the settlement now under consideration treats of this question, and that the Board can throw important light upon it.

4. At any rate, either the opportunity afforded by the settlement should be seized in order to set the question at rest, or the portion of country where these questions arise should be excluded from the settlement, and the tenures of land within it reserved for separate consideration and adjustment.

5. It is unnecessary to disclaim any desire on the part of Government to derive land revenue from the waste and unculturable tracts to which the circumstances of the climate and the energy of enterprizing individuals give a new and fictitious value.

6. It is only desirable that means should be taken to prevent a few individuals by superior address, from unduly and irregularly appropriating to themselves tracts of country which might under better regulation be laid open to the community at large, and contribute to the welfare and prosperity of the whole settlement; for this purpose it will become necessary to decide in whom existing rights vest, and in what way they are to be transferred, and how such transfers are to be secured.

7. His Honor is reluctant to enter on the consideration of the subject without first ascertaining from the Board how the present revenue operations bear upon it, and in what way they are of opinion that it can be best brought to a decision.

8. From the accompanying copy \* of a letter addressed to the Commissioner of the Meerut Division, the Board will perceive the limits which it is in contemplation to assign to the district of Mussoorie, and within which the peculiar rules, applicable to the circumstances of that location, are to be enforced.

9. His Honour will be glad to receive from the Board an expression of their opinion on the several points here noticed as soon as may be conveniently practicable.

10. A copy of this letter will be sent to Mr. Franco, in reply to his on which it is based.

AGRA :  
The 21st September 1841. }

I have, &c.,  
(Sd.) J. THOMASON,  
Secretary to Government,  
North-Western Provinces.

(True copy.)  
(Sd.) J. THOMASON,

Secretary to Government, North-Western Provinces.

(True copy.)  
(Sd.) W. KELLY,  
Head Clerk.

(True copies.)

Officiating Political Agent.

**Exhibit 34.**

*Miscellaneous English correspondence, 1842 (Wells' Settlement).*

(Copies.)

No. 423.

To

LIEUTENANT-COLONEL F. YOUNG,  
Political Agent, Dehra Doon.

SIR,

In continuation of my letter No. 363 of the 21st of September last, I have the honour to forward, for your information, copy of a letter from the Officiating Secretary to the Government, North-Western Provinces, dated the 12th instant, No. 2157, and its annexures.

2. A copy of these Government orders will be furnished from this office to the Secretary to the Local Committee at Mussoorie.

COMMISSIONER'S OFFICE,  
1st DIVISION, CAMP ANOOPSHAHUR :  
The 22nd November 1841. }

I have, &c.,  
(Sd.) G. F. FRANCO,  
Commissioner.

**Exhibit 35.**

*Miscellaneous English correspondence, 1842 (Well's Settlement).*

(Copies.)

No. 2157.

To

G. F. FRANCO, Esq.,  
Commissioner, Meerut Division.

SIR,

In continuation of my letter No. 1777 to your address, dated 21st September last, I am directed by the Hon'ble the Lieutenant-Governor to transmit to you the annexed copy of a letter No. 446, from the Secretary, Sudder Board of Revenue, dated the 12th October, regarding the landed tenures in the station of Mussoorie, together with copy of a letter this day addressed to that officer in reply and to request that the views of Government may be communicated to the Local Committee at Mussoorie.

AGRA :  
The 14th November 1841. }

I have, &c.,  
(Sd.) R. N. C. HAMILTON,  
Offg. Secretary to the Govt.,  
North-Western Provinces.

**Exhibit 36.***Miscellaneous English correspondence, 1842 (Wells' Settlement).*

(Copies.)

No. 446.

To

J. THOMASON, Esq.,

*Secretary to the Government, North-Western Provinces.*

SIR,

In reply to your letter No. 1354, dated the 21st ultimo, the Sudder Board of Revenue, North-Western Provinces, direct me to request that you will inform His Honor the Lieutenant-Governor that they have not yet received the settlement papers of the Doon, nor have the local authorities, made any communication to them regarding any of the arrangements which are the subject of your letter.

2. If the Board were now to refer to the local authorities it would create considerable delay and very likely not elicit any satisfactory information.

3. They have, however, no hesitation in expressing their opinion that the whole of the waste land of the surface of the hill should be reserved by Government and excluded from the settlement with the mookuddums, who have certainly no right whatever to it. Government might, if they think fit, allow a portion of the quit-rent fixed on any land assigned away to the mookuddum; but there is no claim of right to such an indulgence. A full investigation having been made under the orders of Lord William Bentinck on the point and it having been finally decided that the property of land was vested in Government.

4. The only ground of compensation is that people have been accustomed to graze cattle and cut wood, which of course they could not do when the land had been assigned away.

5. Of course under the view above taken, unless there be any speciality in the case of which the Board are not aware, the assignment by the mookuddums of Rikholi to Colonel Everest can have no validity, and ought not to be acknowledged.

I have, &amp;c.,

SUDDER BOARD OF REVENUE,  
NORTH-WESTERN PROVINCES, ALLAHABAD: }  
The 12th October 1841.

(Sd.) H. M. ELLIOT,

*Secretary.***Exhibit 37.***Miscellaneous English correspondence, 1842 (Wells' Settlement).*

No. 1649.

To

H. M. ELLIOT, Esq.,

*Secretary, Sudder Board of Revenue,**North-Western Provinces, Allahabad.*

SIR,

I am directed to acknowledge the receipt of your letter No. 446, dated the 12th ultimo, regarding the tenures of land in the station of Mussoorie.

2. The Hon'ble the Lieutenant-Governor concurs in opinion with the Board that all the land within the limits of the station as now fixed should be excluded from the settlement, and requests that it be accordingly excluded.

3. The opinion expressed by the Board regarding the absence of all right of the mookuddums to the waste land and the consequent invalidity of any title derived from them seems legally correct and indisputable. Still His Honour is of opinion that much allowance is due for the state of circumstances which has hitherto prevailed. The right of the Government to the waste, though officially asserted, has never been promulgated or generally made known. No provision, moreover, has been made for the consequence of this right to the lands of those who were able and prepared to make a beneficial use of it. Unless a title such as it was had been taken



from the mookuddums, none perhaps would have been obtained and the only alternative was its acceptance, or the relinquishment of all intentions to settle. In some cases, too, it may be apprehended that official recognition by the Government or the Local Authorities has been obtained to the conveyance of these rights from the mookuddums to the house-holders and from one hand to another. From all these cases His Honour is pleased to view with liberal indulgence many titles of this nature which are advanced, as far, however, as is at present known, the assignment of the mookuddums of Rikhole to Colonel Everest is not such as can be recognised.

4. It is now clearly the duty of the Government to put an end to the uncertainty which has hitherto existed, and to give legal security to the valuable property which has been created there. The right of Government to waste land must be distinctly asserted and proclaimed and the invalidity of all tenures which do not originate from or are not recognised by the Government must be generally made known. At the same time provision must be made for adjudicating on all claims to land now occupied and for forming a permanent record of all tenures originally valid or now confirmed. Rules must also be prescribed for the future grant of land now waste and unoccupied.

5. The Board are requested to issue such instructions to the Commissioner at Meerut and the Local Authorities at Mussoorie as may appear to them best suited for giving immediate effect to the principles above laid down applying to Government for orders in any matter that may seem to them beyond their competency and of course reporting the result for the information of the Lieutenant-Governor.

6. Copies of the Board's letter and of this reply will be sent to the Commissioner in order that the views of Government may be made known to the Local Committee.

I have, &c.,

AGRA :  
The 12th November 1841. }

(Sd.) R. N. C. HAMILTON,  
Offg. Secretary to the Govt.,  
North-Western Provinces.

(True copies.)

(Sd.) R. N. C. HAMILTON,  
Offg. Secretary to the Government,  
North-Western Provinces.

(True copies.)

(Sd.) W. KELLY,  
Head Clerk.

(True copies.)

(Sd.) F. WILLIAMS,  
Offg. Political Agent.

### Exhibit 38.

#### *Miscellaneous English correspondence, 1842 (Wells' Settlement).*

##### *Memorandum for the Detailed Survey of Estates at Landour and Mussoorie.*

1. The estates are situated in the middle range of the Himáláya mountains, bounded on the north by the Himáláya Proper and on the south by the Dhoon valley and Sub-Himáláya or Sewalik hills, and the elevations vary from 4,000 to 7,500 feet above the level of the sea. Such a mountainous and rugged country presents great difficulties to detailed geodetic operations conducted on such a small scale, limited to estates of a few acres to probably at the utmost 500.

2. The object desired to be obtained is a correct plan of each estate or compound, exhibiting its boundary and superficial contents. To obtain such a plan, admeasurements must be made along the boundaries, often leading from the lowest khud or valley to the highest peak, which measurements will require to be reduced

according to the inclination of the plane they were made upon, in order to enable the several polygons being accurately delineated on a plan.

3. If it was only required to lay down the positions of dwellings, the most scientific and at the same time the most simple and short, method, where almost every house is seen from another, would be by trigonometrical operations; but, as has been before remarked the great object of the survey is to define the extent of estates along their respective boundaries, so that the plans may be of use in case of disputes arising, which only can be done with sufficient detail by admeasurements of lines along them, particularly as the boundaries in the khuds are often obscured by trees and buildings, or by the rugged features of the surface, and tortuous windings in the boundary itself. The proprietors are very particular about their boundaries, and it is believed they would prefer as much attention being paid to define them, as was consistent with a moderate accuracy of general results in preference to a triangulation giving a few points only very correctly. It must also be considered that the time (which is the same as expense) for the survey is limited and the four theodolites at the disposal of the surveyor are not capable of observing horizontal angles where the depression is greater than 17° or the elevation more than 36°.

4. At the same time the aid of trigonometrical operations may be found necessary to lay down certain points within an estate, or inaccessible to measurements, from which again certain points in the boundary might be fixed by similar operations, the detail of which could be filled up by measured lines, and it will be at the option of the surveyor to have recourse to such operations where time will admit and the usual method of measurements is not likely from the extreme ruggedness of the country to give the results with the required accuracy.

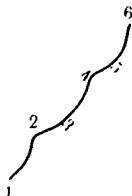
5. The theodolites at present in use with the survey being in very good order, horizontal angles properly observed with them ought to be correct under inclinations of 20°. The adjustment of the horizontal axis of each instrument should be carefully examined before the commencement of the survey, and as usual occasional opportunities should be taken to examine all the adjustments of the instruments.

6. From what has been stated it will appear that this survey will in effect be one of levelling by the theodolite, as well as the usual course of survey. The surveyor must be instructed to level his instrument carefully: the vernier of the vertical arc must be placed at zero observing if the level of the telescope remains with its bubble in the middle, and while he takes the horizontal angle to observe also the vertical angle of elevation or depression of the object (bisecting the object at the same height as the theodolite) and recording the same in his field book.

7. The measured distances on these inclined planes will be readily reduced by the help of tables for reducing hypotenusal lines to level or base, but to ready calculators the use of the following simple formula may shorten the operation of the reduction:

$$\text{the base} = \frac{\text{the distance} \times \text{cosine angle}}{\text{rad. or sine } 90^\circ}$$

8. The station lines should be properly disposed so as to take up the points of irregularity in the profile of the inclination. Every beginning and ending of an ascent or declivity should have a station at these points; for instance arising or falling ground such as the annexed sketch should have stations placed at 1, 2, 3, 4, 5, and 6; for although it may be possible to see 6 from 1 and the line be direct, yet without the precaution of intervening stations in such a case the horizontal distance could not be ascertained directly from one admeasurement from 1 to 6 by reason of the irregular character in the profile of the mountain between these stations.



9. In many cases of difficulty, the surveyor will have recourse to a temporary base, to ascertain the distances, by erecting flags at each end of his chain placed

perpendicular to the station line by the aid of the offset staff; tolerably correct results may be obtained in lines not more than fifteen chains in length, or where it does not subtend an angle less than  $5^{\circ}49'$ . The formula for the calculation is as follows: The distance in chains = cotangent of observed angle. Cases may occur where there will not be room for a base of one chain, where 50 links may be taken as the base, but the distance must not exceed seven chains, and in very narrow defiles a base of 25 links can be used for distances under four chains. The formula in these cases will be: The distance in links = to the base in links  $\times$  cotangent observed angle. The detail of offsets on lines so ascertained must be laid down by measurements as may be most practicable.

10. When a case occurs in a small estate which presents particular obstacles to the operations, this estate will be included in a circuit with the second or third estate and afterwards separated. This system of proceeding will be found advantageous as tending to avoid error in the operations and should be followed as much as possible. In large estates portions presenting similar difficulties may be cut off to be afterwards appended, as a chuck or separate portions, by the best means, and so as to avoid errors on the base of the operations.

11. The surveyor must be careful in not trusting to his eye in sketching objects beyond the distance of 25 links or  $16\frac{1}{2}$  feet, ground is so valuable in some parts that a few feet is considered of the utmost importance, and no point will be laid down in the plan without certainty or actual measurement, for it will be better to allow the plan to appear bare than to attempt detail and finish by sketching which may hereafter mislead and do proprietors injustice, and if measurements were attempted some proprietors and tenants might be expected to object to a measuring party going over their little gardens, and disturbing the privacy of their premises by measuring round every house; and again there are others who on every occasion unreasonably fancy that natives insult them and take the law into their own hands by striking and abusing them, so that the duty would frequently prove a very unpleasant one to the surveyor.

12. As the survey will proceed very slowly up and down the steep and broken faces of the mountains and there being only four theodolites, means must be adopted to enable the circumferentors being brought into use, and thereby increase the number of survey parties. This may be done with safety after surrounding several estates with the theodolite, which may be sub-divided by bearings taken with a circumferentor and the measurements made within 25 links or a quarter of a chain, which length of chain can be held horizontal on the greatest inclination which it is possible for a survey party to work.

## Exhibit 39.

## INDEX OF MUSSOORIE SETTLEMENT CORRESPONDENCE.

Number and date of letters.		Subject.	Enclosures.
From	To		
Commissioner (Pages 45-47).	F. O. Wells, Esq., No. 1, dated 21st February 1842.	Regarding tenures of the land holdings in Mussoorie.	No. 23, dated 4th February 1842, from Secretary to Board, to Commissioner, No. 548, dated 24th December 1841, from Secretary to Board, to Government, North-West- ern Provinces; Minute of Mr. J. Thomason dated 9th April 1828, from Assistant Commissioner, Dehra Ddn. to Captain Montgomery; letter from Assistant Commissioner, Dehra Doon, to Captain Montgomery, dated 14th April 1828. Letter from Superintendent, Dehra Doon, to Commissioner, dated 13th August 1829. Letter from Secretary to Government of India to Resident and Commis- sioner of Delhi, dated 15th September 1829. Extracts from a letter from the Superintendent, Dehra Ddn, to Commis- sioner, dated 28th Nov- ember 1829; letter from Superintendent, Dehra Doon, to Commissioner, Meerut Division, dated 27th August 1830; No. 105, dated 20th January 1842, from Secretary to Government, North-Western Provinces, to Secretary to Board of Revenue, North-Western Provinces; No. 107, dated 20th January 1842, from Secretary to Government, North-Western Provinces, to F. O. Wells, Esq.
F. O. Wells, Esq. (Pages 57 & 58).	Commissioner, dated 8th March 1842.	In reply to Commis- sioner's letter, dated 24th February, inti- mates that he has put himself in correspond- ence with Captain Brown and the officiat- ing Agent in the Doon, regarding the settle- ment of boundaries of Mussoorie Estates.	
F. O. Wells, Esq. (Page 58).	Commissioner, dated 15th March 1842.	Sends a letter from Mr. Grant, Assistant- General, and requests supply of stationery.	
F. O. Wells, Esq. (Page 58).	Commissioner, dated 1st April 1842.	Regarding increase of establishment to carry out the settlement work of Mussoorie and Laudour.	
Commissioner (Page 59).	F. O. Wells, Esq., No. 88, dated 10th March 1842.	States that it will be necessary to settle and define all private estates at Laudour.	No. 271, dated 9th February 1842, from Secretary to Government of India, to Secretary to Government, North-Western Provinces.
Commissioner (Page 60).	F. O. Wells, Esq., No. 5, dated 2nd April 1842.	Forwards copy of letter No. 2, dated 11th March 1842, regarding establishment.	No. 78, dated 11th March 1842, from Commissioner, to Secretary, Sudder Board; No. 74, dated 22nd March 1842, from Secretary to Board, to Commissioner, 1st Divi- sion.

## INDEX OF MYSORIE SETTLEMENT CORRESPONDENCE—(continued).

Number and date of letters.		Subject.	Enclosure.
From	To		
F. O. Wells, Esq. (Pages 61 & 62).	Commissioner, dated 6th April 1842.	Additional establishment.	
F. O. Wells, Esq. (Pages 62 & 63).	Commissioner, dated 10th April 1842.	Report regarding the Landour cantonment boundaries, the bazar and police arrangements.	
Commissioner (Page 64).	F. O. Wells, Esq., No. 7, dated 15th April 1842.	Regarding exclusion of Landour bazar from the limits of Military Control.	
F. O. Wells, Esq. (Pages 64 & 66).	Commissioner, dated 26th April 1842.	Report regarding Colonel Everest's estate, known as the "Park."	
Commissioner (Page 66).	F. O. Wells, Esq., No. 9, dated 7th May 1842.	Regarding properties of Colonel Everest and Captain Lesoon.	
Commissioner (Pages 66 & 67).	F. O. Wells, Esq., No. 13, dated 17th June 1842.	Estate of Colonel Everest the "Park," and "Newlands" of Captain Lesoon.	
F. O. Wells, Esq. (Pages 67-70).	Commissioner, dated 20th May 1842.	Report of Badraj estate.	
Commissioner (Page 70).	F. O. Wells, Esq., No. 10, dated 23rd May 1842.	Tenure of Badraj	Forwards copy of Commissioner's letter to Board, No. 179, dated 23rd May.
Commissioner (Pages 71 & 72).	F. O. Wells, Esq., No. 12, dated 16th June 1842.	Tract of land at Badraj.	
F. O. Wells, Esq. (Pages 72-74).	Commissioner, dated 26th May 1842.	Report regarding the completion of survey and definition of Landour cantonment bound area.	
Commissioner (Page 74).	F. O. Wells, Esq., No. 11, dated 23th May 1842.	Assessment of the Landour cantonment.	A rough sketch.
Commissioner (Pages 74 & 75).	F. O. Wells, Esq., No. 14, dated 23rd June 1842.	Commisnates Board's observations regarding acquirements of Landour cantonment land from the Raja of Tehri and Mohant.	
F. O. Wells, Esq. (Pages 75 & 76).	Commissioner, dated 23rd June 1842.	Regarding assessment of Dr. Grierson's estate at Landour.	
Commissioner (Page 76).	F. O. Wells, Esq., No. 16, dated 18th July 1842.	Forwards copy of correspondence regarding estate of Dr. Grierson.	No. 225, dated 27th June 1842, from Commissioner, to Board; No. 202, dated 8th July 1842, from Secretary to Board, to Commissioner. Copy of Vernacular register.
F. O. Wells, Esq. (Pages 77 & 78).	Commissioner, dated 25th June 1842.	Board's orders respecting Colonel Everest's estate.	
Commissioner (Pages 78 & 79).	F. O. Wells, Esq., No. 17, dated 23rd July 1842.	Orders regarding reduction of assessment of certain estates.	
F. O. Wells, Esq. (Pages 79-81).	Commissioner, dated 27th June 1842.	Regarding Municipal obligations of property in Landour as are imposed on the residents at Mysorie, and calls for instructions regarding land leased from the Raja of Tehri and Mohant.	
Commissioner (Pages 81-83).	F. O. Wells, Esq., No. 19, dated 2nd August 1842.	Regarding assessment of cantonment land at Landour.	No. 220, dated 26th July 1842, from Secretary to Board, to Commissioner.
F. O. Wells, Esq. (Page 83).	Commissioner, dated 14th July 1842.	Submits bill for cost of erecting pecca boundary pillars.	
Commissioner (Page 83).	F. O. Wells, Esq., No. 16, dated 18th July 1842.	Sanctions expenses for boundary pillars.	

## INDEX OF MUSSOORIE SETTLEMENT CORRESPONDENCE—(concluded).

iii

Number and date of letters.		Subject.	Enclosures.
From	To		
F. O. Wells, Esq. (Pages 83 & 84).	Commissioner, dated 6th August 1842.	Regarding assessment of holdings at Mussoorie, and assessment of certain estates at Landour.	
Commissioner (Page 85).	F. O. Wells, Esq., No. 20, dated 10th August 1842.	Directs that reference may be given when replying a letter.	
Commissioner (Pages 85—87).	F. O. Wells, Esq., No. 22, dated 6th September 1842.	Regarding assessment of Landour Cantonment.	No. 291, dated 10th Aug at 1842, from Commissioner, to Board; No. 256, dated 23rd August 1842, from Secretary to Board, to Commissioner; No. 419, dated 23rd August 1842, from Secretary to Board, to Secretary to Government.
Commissioner (Page 87).	F. O. Wells, Esq., No. 25, dated 21st October 1842.	Settlement of boundaries of Landour.	No. 1692, dated 28th September 1842, from Secretary to Government, to Secretary, to Board.
F. O. Wells, Esq. (Page 88).	Commissioner, dated 13th August 1842.	Forwards copy of a letter from the Commanding Officer respecting Landour Cantonment boundaries.	No. 236, dated 12th August 1842, from Commandant of Landour to Wells.
Commissioner (Pages 88 & 89).	F. O. Wells, Esq., No. 21, dated 22nd August 1842.	Boundary of Major Berrill's Estate.	
Commissioner (Page 89).	F. O. Wells, Esq., No. 23, dated 12th September 1842.	Approves the proposal regarding Major Berrill's Estate.	No. 297A, dated 20th September 1842.
F. O. Wells, Esq. (Pages 89 & 90).	Commissioner, dated 18th August 1842.	Forwards a memorial respecting tenures at Mussoorie.	
Commissioner (Page 90).	F. O. Wells, Esq., No. 24, dated 6th October 1842.	Communicates opinion of Board regarding a memorial.	
F. O. Wells, Esq. (Page 91).	Commissioner, dated 10th September 1842.	Requests sanction to the expenditure of Rs. 245 to define the boundaries of the Settlement of Mussoorie, Landour, including Jabberkhet, Badraj and Rajpur.	
F. O. Wells, Esq. (Pages 91 & 92).	Commissioner, dated 27th September 1842.	Regarding application of one Mr. Harris for "Phoetha Tibs" for converting it into a Farm.	
Commissioner (Page 92).	F. O. Wells, Esq., No. 27, dated 28th October 1842.	Board's orders on Mr. Harris' application.	
F. O. Wells, Esq. (Pages 92—96).	Commissioner, dated 7th October 1842.	Final report regarding the Mussoorie and Landour settlement.	Alphabetical list of estates. (Pages 98 & 99)
F. O. Wells, Esq. (Page 97).	Commissioner, dated 24th October 1842.	Forwards Brown's map showing alternative cantonment boundaries.	
Commissioner (Pages 100 & 101).	Board of Revenue	Forwards Wells' final report dated 4th (should be 7th) October.	
Secretary to the Board of Revenue. (Pages 101—103)	Secretary to Government, North-Western Provinces.	Requests sanction of Government to Wells' proceedings and grants.	A form of grant (Page 103).
Secretary to the Government, North-Western Provinces. (Pages 104 & 105).	Board of Revenue	Conveys the sanction of the Lieutenant-Governor to Wells' settlement.	
Board of Revenue (Page 105).	Commissioner	Forwards the Government sanction to Wells' settlement.	
Board of Revenue (Pages 105 & 106).	F. O. Wells, Esq.	Forwards extract of Government Order, dated 24th December 1842, commending Mr. Wells' performance of his duties.	

## Exhibit 39 (a).

REGISTER No. 2.—Correspondence to MR. WELLS from Commissioner, 1842.

No. 1.

To

F. O. WELLS, Esq.,

*Special Commissioner for the Settlement of Boundaries, Mussooree.*

SIR,

I have the honour to forward, for your information and guidance, copy of a letter to my address from the Secretary to the Sudder Board of Revenue, North-Western Provinces, dated the 4th instant, No. 28, and its annexures, regarding the tenures of the land holdings in the Settlement of Mussooree.

2nd.—I will direct the Officiating Political Agent of Dehra Doon to afford you free access to the records of his office, and to furnish you with every assistance in his power in the furtherance of the duty entrusted to you.

I have the honor to be,

SIR,

Your most obedient servant,

G. F. FRANCO,

*Commissioner.*

COMMISSIONER'S OFFICE,

1ST DIVISION :

The 21st February, 1842. }

## Exhibit 40.

REGISTER No. 2.—Correspondence to MR. WELLS from Commissioner, 1842.

No. 28.

To

G. F. FRANCO, Esq.,

*Commissioner of the 1st or Meerut Division.*

SIR,

I am directed by the Sudder Board of Revenue to forward, for your information and guidance, the

Copy of letter from Sudder Board of Revenue to Officiating Secretary to the Government, North-Western Provinces, dated 24th December 1841, No. 543.

Ditto of minute recorded by Mr. J. Thomason, regarding the Regulations for the grant of lands at Mussooree.

Ditto of the following correspondence alluded to in the above, viz. :—  
No. 1. Assistant Commissioner, Dehra Doon, to Captain Montgomerie, pvted 9th April 1828.

No. 2. ditto to ditto dated 14th April, 1828.

No. 3. Superintendent, Dehra Doon, to Commissioner of Meerut, dated 13th August, 1829.

No. 4. Secretary to Government to Acting Resident and Commissioner of Dehli, dated 15th September 1829.

No. 5. Extract of a letter from the Superintendent of Dehra Doon to Commissioner of Meerut, dated 20th November 1829, paragraphs 17, 18, 19, and 27.

No. 6. ditto from the Resolutions of Government, dated 16th March 1830, paragraph 4.

No. 7. Superintendent, Dehra Doon, to Commissioner, dated 27th August 1830.

Copy of letter from Officiating Secretary to the Government, North-Western Provinces, to Sudder Board of Revenue, dated 20th January, 1842, No. 105.

Ditto ditto to F. O. Wells, Esq., Mussooree, dated 20th January, No 107

Dehra, and is supplied with all information which he may require thereof.

3rd.—The following directions will indicate the course which the Board are desirous should be followed in the conduct of this investigation.

4th.—A list should be drawn out from the best sources available of the present holdings in Mussooree, giving such particulars regarding them as may be at present on record.

5th.—The boundaries of all these holdings should be defined by the process laid down in section 1 of the Sudder Board's Settlement Circular, so far as in its details it may be found applicable to the circumstances of the case.

and guidance, the correspondence as per margin\* regarding the tenures on which land is held in the Settlement of Mussooree.

2nd.—You will furnish Mr. Wells with copies of these documents, and you will be careful that he is permitted to have full access to the office of the Superintendent at

6th.—It should then be ascertained how far the holdings are deserving of confirmation on the principles determined in the correspondence now forwarded.

7th.—All holdings which have been duly registered in the Superintendent's Office, and of which beneficial occupation has been taken, should be declared capable of confirmation. It should be then ascertained whether any and what arrears of rent are due from the holdings, and on these being adjusted, a confirmatory grant should be given under the Special Commissioner's signature specifying the number of the holding, present possessor, extent, boundaries, ground rent, and present annual rent as near as can be ascertained.

8th.—A new register should be formed, in which each grant should be entered, and the number on the grant will correspond with that in the register. The numbers on the register so formed should never be altered, but whenever a registered holding is sub-divided, the original number should be retained and the parts distinguished by subsidiary numbers.

9th.—If an estate has not been registered in the Superintendent's Office, or measured as prescribed by former rules, or if beneficial occupation has not been taken of it, or of the greatest part of it, the Special Commissioner is competent to declare it forfeited in whole or in part, and he will proceed to fix a new rent upon it, and to re-assign it to the original occupant, or any other party who may offer to take it. Beneficial occupation is held to consist in the expenditure of labour or capital on any estate with a view to its improvement, such as cutting roads, clearing sites, building houses, forming gardens, &c. The mere sale of the natural products of the soil, or their removal for sale, is not considered beneficial occupation. In deciding cases under this clause, the Special Commissioner will bear in mind that the Government have renounced all direct pecuniary interest in the result, and that the only questions to be considered are the rights of the limited original proprietors of the soil, and the interests of the community of the station, which will be most consulted by whatever will cause the rapid occupation of the land, and will prevent its being unduly monopolized by a few individuals.

10th.—Arrears of ground rent will be recoverable by the usual process of distraint, or, if the holding be unoccupied, by its forfeiture and lapse to the State.

11th.—All land not included in present holdings, but available for building sites and not required by the villagers for purposes of cultivation, will be marked off and included in the survey. It will be divided into suitable allotments, and each lot assessed at 2 annas the superficial beegah, or such other rate as the Special Commissioner may consider suitable. Such lots will be put up to auction and sold to the highest bidder, subject to the payment of the stipulated ground rent, as application may from time to time be made for them.

12th.—The whole of the land included in the present grants or declared under the preceding clause to be assignable in grants, will be surveyed and mapped by Captain W. Brown, who has been directed to proceed to Mussoorie, as soon as he can be spared from the work on which he is at present engaged. The Special Commissioner will of course ascertain from Captain Brown what may be requisite to facilitate the survey, and do all in his power to expedite it.

13th.—I am further directed to take this opportunity of noticing that the Board have received from the Government copies of the correspondence connected with Mr. Officiating Secretary Thomason's letter to you in the Judicial Department, dated December 22nd last.

14th\*.—You will perceive from the foregoing paragraphs that the Board propose to confine the extent of the Settlement of Mussoorie within much narrower limits than were at first contemplated. The milguzaree land will thus be mostly excluded from the limits of the Settlement, and at the same time the natural boundary will be given up. The survey will, however, enable you to determine a very precise boundary, and the erection of boundary pillars to the Settlement, at Simla, will

\* This refers to a proposal to include within the settlement not only the top of the hill but the Mussoorie and Laddour hills from top to their southern base and a strip along the base.



render the artificial as complete as any natural boundary could be. This will much facilitate the negotiation with the Gurbwal Rája, who will thus be requested to refrain from claiming jurisdiction only over land which would be worthless, except for the purposes of such a settlement. As soon as the demarcation of boundary and survey of the Gurbwal Rája's portion of the Settlement is completed, you will make the requisite communication to the Political Agent at Dehra.

15th.—It will probably be expedient to include within the limits of the Settlement the village of Rajpooor and all the land through which the road will run between it and the lowest holdings on the hill. This tract should therefore be included in the survey.

16th.—The Board have every reason to hope that this proceeding will be brought to a close during the course of the current season. They will be glad to receive from Mr. Wells at its close a report showing the general result of his investigation, with any observations and proposals calculated to increase the prosperity of the Settlement, with which he may feel disposed to favour them.

SUDDER BOARD OF REVENUE,  
N.-W. P., ALLAHABAD :  
The 4th February, 1842. }

I have, &c.,  
(Sd.) H. M. ELLIOT,  
Secretary.

Exhibit 41.

REGISTER No. 2.—*Correspondence from Commissioner to MR. WELLS, 1842.*  
No. 543.

To

R. N. C. HAMILTON, Esq.,  
*Officiating Secretary to the Government, N.-W. Provinces.*

SIR,

With reference to your letter No. 1649, dated the 12th ultimo, I am desired to forward for the consideration of Government, a minute drawn up by Mr. J. Thomason, who took the opportunity, before joining his seat at the Board, of visiting Mussooree, for the purpose of making inquiries into the tenures of land at the station.

2nd.—The Board beg to refer to the minute as containing an exposition of their views respecting the course which it is now expedient to pursue. They desire me to request the sanction of Government to the principle contained in paragraph 9, and to solicit the appointment of a Special Officer as recommended in paragraph 12. The subject of paragraph 15 is entirely for the consideration of Government.

3rd.—The Board direct me to inform you that Captain W. Brown will be able to undertake the survey in the course of the hot season without any impediment to his other work.

SUDDER BOARD OF REVENUE,  
N.-W. P., ALLAHABAD :  
The 24th December 1841. }

I have, &c.,  
(Sd.) H. M. ELLIOT,  
Secretary.

ENCLOSURES.

Copy of minute drawn up by Mr. J. Thomason. Copies of correspondence regarding the tenures of land at Mussooree referred to in the above minute.

Exhibit 42.

*Register No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.*

*Note regarding the Regulations for the grant of lands at Mussooree.*

1st.—Whatever may have been the opinions entertained regarding the rights of the native occupants of the land on our first acquisition of the Doon, all doubts on the subject were terminated by the deliberate investigation which preceded the formation of the Decennial Settlement commencing with 1830. The result of

this investigation is thus expressed by the Superintendent in paragraph 17 of his Report, dated November 20th, 1829:—"Those lands only which are under cultivation shall be assessed or included in the zamindari mouddmie; those which remain unappropriated and waste after the Settlement now about to be made shall be considered *bona fide* belonging to the Government, and entirely at its disposal." This view of the case was wholly and unreservedly confirmed by the Government in their orders, dated April 5th, 1830, paragraph 4.

2nd.—The land situated on the southern slope of the range of hills which constitute the northern boundary of the Doon, and which now form part of the Settlement of Mussooree, must be held to be included in this arrangement. The lands were of little value for agricultural purposes, and yielded but a scanty support to the inhabitants from the grazing of cattle on the coarse grass with which they were covered. The cattle were usually collected at night in guths or pens situated on the summits of the peaks, and on any other level spots which could be found appropriate to the purpose. As soon as the value of Mussooree for a sanitarium began to be perceived, these spots became desirable as sites for houses, and were eagerly sought after for this purpose.

3rd.—The principles, however, which were asserted at the time of the Settlement were not held applicable to this case; here alone the zamindars were considered absolute proprietors of the waste land, and entitled to convey it to whomsoever they liked on such terms as they could procure. This does not appear to have been ever distinctly reported to the Government or to have received their sanction. The only official warrant for the proceeding which can now be discovered is contained in a letter from the Superintendent, dated August 13th, 1829, and the orders of Government, dated September 15th of the same year, copies of which are

See Nos. 3 and 4 of accompany- annexed hereto. This correspondence must have taken ing copies of correspondence. place at the time when the principles regarding waste land fixed at the time of the Decennial Settlement were determined and recognised, though not then officially reported, and it is surprising that two arrangements regarding the same district, inconsistent with each other, should have been simultaneously carried into effect, without any attempt to explain or reconcile the discrepancy. The Superintendent's letter in question mentions in general and in definite terms the arrangements which had been made by individuals with the zamindars, alludes to the measurement by himself of the land thus occupied and the registration in his office of the leases, and notes the extent of land taken, and the annual rent to be paid for it. The letter then goes on to detail the arrangements made on behalf of the Government for land required for public purposes at Landour and in the Doon:—"The orders of Government briefly sanction the adjustment proposed by the Superintendent respecting the remuneration to be made to the zamindars for land appropriated to public buildings in the Dehra Doon," and do not notice the other parts of the communication.

4th.—This is the only authoritative sanction to the existing grants of land at Mussooree, and the information here conveyed is so vague that it evidently becomes necessary to explain more fully what has been the exact nature of the arrangements which have hitherto actually prevailed. This has been ascertained from verbal information obtained on the spot and from incidental allusions contained in the public correspondence in the Superintendent's Office.

5th.—Persons wishing to obtain land for their private purposes have been accustomed to make their own arrangements with the mouddmies of the several villages, agreeing to pay a certain rent per annum for exclusive possession of a certain tract of land. The agreements so made were reported to the Superintendent, who measured off the land, registered the lease, and then sanctioned the occupation of the lessee. In some cases if the lessee failed to pay the rent or maintain his occupation of the land for two or three years, a new tenant for the property from the mouddmie to a fresh applicant was allowed, and the first lease annulled, but no

fixed rule was observed in this respect. A Hindi and Persian register exist in the office, the former of which is by far the most perfect, and shows in most instances the extent of the property in superficial beegahs, the roat, and the general boundaries. Many persons also affirm the existence of an English register, and authenticated copies of extracts from it are even shown, but no such record in any connected form can be found, and there is reason to believe that the documents which purport to be copies from the English register, are only copies of detailed notes, or informal contracts, which are bound up in the books of English correspondence. Such registers, however, as do exist do not correspond with each other, nor are the entries in all cases complete, nor would it be easy always to connect the registered grants with the actually existing properties.

6th.—Equal irregularity has pervaded the enforcement of the registry of these leases. The Superintendent, apparently of his own authority has declared  $\frac{1}{3}$ rd of the rents of all lands in khaliseh villages to be the right of the Government, and this demand has been acceded to by all, and is sanctioned by usage. The collections of the rents are, however, made sometimes by the zemindars, sometimes by the Government officers, and in many cases are not made at all. When made by the zemindars in full, the Government demand of  $\frac{1}{3}$ rd has sometimes been realised from them, and sometimes not claimed at all. There is no fixed mode of collecting the Government right, or accounting for it when collected.

7th.—The property which has now been created at Mussooree is of an extent and value which demands that more formal and authoritative arrangements be made regarding it. The registers show a total ground rent of about Rs. 800 whilst the annual rental of the houses is computed to be Rs. 1,20,000. It remains to determine the principles on which a permanent arrangement should be made, and the mode in which it may be carried through.

8th.—However informal the existing leases may be, it would not be either just or politic to do otherwise than confirm them so far as they have already actually taken effect. It is proposed, therefore, that all existing leases should be upheld, wherever they have been measured and registered by the Superintendent, and wherever beneficial occupation may have followed such lease. Peculiar cases may occur where it is impossible to prove measurement and registration, although undoubted possession has long been held, and large capital expended on the property. Instances also may exist in which the size of the grant is inordinate, and only a small portion in occupation, whilst a proprietary right in all the natural products of the soil is grounded on the loosely expressed terms of the lease. All such cases must be examined and decided on their own merits, and care need only be taken to enforce the general rule to maintain all recognized and prescriptive rights, and to negative all nominal and ill-founded claims.

9th.—In the khaliseh land belonging to this Government the zemindars may be fairly allowed the  $\frac{1}{3}$ ds of the rents of land already appropriated as a compensation for their grazing ground, whilst the right of Government to the remaining  $\frac{2}{3}$ rd is perfectly equitable. It is, however, contrary to the practice of this Government to appropriate to itself any portion of the rents of land arising from the fictitious value of houses, &c. Lands occupied by buildings are either unassessed, as in the case of village sites and of cities, or else they are assessed only at the value of similar land appropriated to purposes of ordinary cultivation, as in the case of gentlemen's houses and gardens at civil stations. The whole of the land occupied by houses at Mussooree is worthless for purposes of cultivation, and entirely owes its present value to its suitability for buildings in that fine climate. The amount of the Government share of the land rents on the khaliseh lands is about Rs. 120 and the whole of this and of all future similar assets may be advantageously made over to the community for local purposes.

10th.—There need also be no hesitation in asserting the right of the Government to all unappropriated waste land in the khaliseh villages which is still available for similar building purposes. This might be made over entirely to the community,

divided into suitable allotments, bearing a rent of 2 annas the superficial beegah, and sold by public auction to the highest bidders, as applications are made for them. In such lands the whole rental, as well as the whole auction purchase-money, may be made over to the community for purposes of local improvement, as has already been done in other similar Settlements.

11th.—The Settlement of Mussooree, besides the khaliseh land, includes also much land in the jagheer of Surroop Doss Mahunt, and in the jurisdiction of the Raja of Garhwal, the former of which yields a ground rent of about Rs. 216 and the latter of Rs. 226. The rents, however, are very irregularly collected, and it has been ascertained that the Mahunt would readily give  $\frac{1}{3}$ rd of the ground rent on the occupied and waste land to the community on receiving their guarantee for the punctual payment of the remaining  $\frac{2}{3}$ rds. The Political Agent has no doubt also that the Raja of Garhwal would accede to similar terms as regards his portion of the Settlement, and would consent to waive all claims of jurisdiction over it.

12th.—It will be necessary that a careful investigation of all the tenures be now made, and that the limits of each holding be fixed and marked off by a process similar to that followed in the demarcation of village boundaries. The terms and incidents of each holding should also be determined, the balances due on each lease ascertained and payment enforced. All these conditions being fulfilled, title-deeds may be given for each holding, and an accurate and complete register formed of the whole. It will require impartiality and firmness to carry this measure through in a complete and satisfactory manner, and it had better be entrusted to a Special Commissioner, than to any of the present local authorities. Probably an appropriate agent for such an investigation may be found amongst the residents at the Settlement for the benefit of their health.

13th.—A detailed survey will be necessary to give permanence to the arrangement, and little difficulty is anticipated in providing for this.

14th.—If the above proposals meet the approbation of the Government, the Board are prepared to issue instructions for carrying them out, and superintending their execution. There is little doubt that the whole can be very satisfactorily performed in the course of the next hot weather and rains.

15th.—It may not be inappropriate to maintain the peculiar circumstances of the cantonment of Landour, which is situated in the midst of the present Settlement of Mussooree. Only a small portion of the land is occupied for Government purposes. The rest is held by private individuals and is covered with houses, which yield a large rental, and are possessed or let to persons quite unconnected with the Sanitary Depôt. All the owners and residents in these houses are exempted from the payments which are made by the residents of Mussooree towards municipal objects, and yet from the immediate contiguity of the two locations and the constant intercourse between them, they derive a great benefit from those improvements to which they do not contribute. It would appear equitable to render all property and residents within the cantonment of Landour who are not connected with the Sanitary Depôt, liable to the municipal obligations imposed on the residents at Mussoorie. This, however, is evidently a question for the consideration of the Government in the Military Department only.

(Sd.) J. THOMASON.

**Exhibit 43.**

REGISTER No. 2.—*Correspondence from Commissioner to MR. WELLS, 1842.*  
Copies of correspondence regarding the tenures of land at Mussooree, obtained  
from the Office of the Superintendent of Dehra Doon.

No. 1.

To

CAPTAIN MONTGOMERIE,

*Kumecountain Hill.*

SIR,

I have the honor to acknowledge the receipt of your letter of the 7th instant.

2nd.—I have nothing more to say than to report what I said in my private note, viz., that as the ground in question belongs to the villagers of Kearnkoolie (to which the village of Buntta is an appendage), no individual has any right or claim to take possession of it without their leave: and that as Assistant Commissioner of the District, it is my duty to protect them, with which view I had, previously to receiving your letter of the 7th, despatched a party of sepoy's to prevent the spot in question being occupied, which I considered extremely necessary in consequence of the intimation in your private note, that without waiting for my answer you would "take on yourself to commence your arrangements for building."

3rd.—At the same time it is neither my duty or inclination to prevent the villagers selling the spots of ground if they are so inclined; if therefore you or any other individual can persuade them to sell one or more of their cattle goths I shall offer no opposition whatever.

4th.—But before I issue an order to the sepoy's to give up any particular goth, I expect that the villagers themselves shall come to the court and state precisely the terms for which they have consented to sell the ground; as is the custom in the registering of contracts; unless they do, I will issue no such order, because it is on their petition that I have sent sepoy's to protect the ground.

5th.—The Persian paper you have sent is nothing more than an agreement to abide by my decision which probably in plain English means on the part of the villagers that "if the civil officer forces us we will part with the land, not otherwise." However that may be, I had already informed you that I decline, which I do again most positively, interfering, either directly or indirectly, because in my situation a recommendation is tantamount to a command.

6th.—Strictly speaking the whole range belongs to the villagers, but they only wish to protect their cattle goths: the summary of the business is this, let individuals who come to the hills for their own pleasure (under which head it is usual to consider those who are not ordered to a spot on duty) either to go to the expense of levelling a spot of ground for themselves, or if they wish a particular spot occupied by the villagers, let them by fair purchase procure it from the latter; in either case I shall offer no opposition whatever; but in the latter case I insist on the villagers themselves coming to the court, as is customary in registering contracts, to state the terms to which they have agreed.

7th.—In answer to the concluding part of your letter, I have only to say that you, in common with any other individual, are at liberty to make any complaint or representation to Government you please.

DEHRA DOON :  
ASSISTANT COMMISSIONER'S OFFICE, }  
The 9th April, 1828.

I have, &c.,  
(Sd.) F J. SHORE,  
Assistant.

Exhibit 44.

REGISTER No. 2.—*Correspondence from Commissioner to MR. WELLS, 1842.*  
No. 2.

To  
CAPTAIN MONTGOMERIE,  
*Kumscoontain Hill.*

SIR,  
I have the honor to acknowledge your letter of the 12th, and to inform you that I have nothing further to add to my last.

2nd.—If the villagers will only come to court and say they have given up the goths, either individually to a private person for a consideration, or generally on account of the inexpediency of keeping their buffaloes among so many tents and bungalows, all opposition on my part will immediately cease, but not until the villagers do come and state as above.

3rd.—The lumberdars, i. e., those in whose names the villages are held, are of course the people who would arrange matters of this sort, and not any common villager although the latter may be a sharer.

I have, &c.,

DEHRA DOON :  
 ASSISTANT COMMISSIONER'S OFFICE, } (Sd.) F. J. SHORE,  
 The 14th April, 1828. } Assistant.

Exhibit 45.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
 No. 3.

To  
 W. EWER, Esq.,  
 Commissioner of Revenue and Circuit,  
 Northern Division Doab, Meerut.

SIR,

I have the honor to report the arrangements which have been made by gentlemen who have visited the hills north of Dehra and occupied the ridge which forms the northern boundary of the Doon.

2nd.—The boundary which separates the Doon from Jaunpore (a Pargana belonging to the Rajah of Gurhwal), is determined by the course of water which falls on the summit of the range, so that most of the sites chosen for the purpose of building are directly on the boundary line, and some of them include a third claimant, as land belonging to the jagher of Suroop Doss Mahant of Dehra.

3rd.—Various disputes were occasioned by the above circumstances. As soon as the advantage of the situation was found out, and offers of rent made by those who wished to become tenants, which were not settled until the whole had undergone a regular measurement, and an agreement between the parties registered in my Office—(?)

4th.—The result of these agreements is as follows :—

Ground occupied by individuals who have made private arrangements with the zemindars which have been registered to prevent disputes :—

	Rs.	s.	p.
Pargana Jounpore, pucks beeghas 271-18-0, rent per annum ...	52	8	0
Ditto Doon, ditto 246-7-0, ditto ...	62	8	0
Jager Suroop Doss Mahant, pucks beeghas 23-5-15; rent per annum ...	19	0	0

5th.—There stills remain grounds occupied by public bungalows, Commissariat Cattle and Pioneer's Lines at Landour, Kumecostain and Rajpore, for which no rent has yet been fixed, the measure of which is as follows :—

Pargana Jounpore pucks beeghas 120-7-7½.			
Mahant Suroop Doss—			
Landour ... ..	beeghas,	24-2-7½.	
Rajpore ... ..	=	25-0-0	
Zemindars of Kearkoolie ... ..	=	3-0-0	

At Rajpore, which is situated at the foot of the hills, there are at present only 17 beeghas occupied, but it is necessary to secure at least 25 beeghas as encamping ground, and as this ground is capable of cultivation and yields two fussils it should be valued as such.

6th.—After due consideration of the facts above stated, I am induced to recommend that remuneration be made on account of Government as follows :—

	Rs.	s.	p.
To the zemindars of Jounpore ... ..	35	0	0
To Suroop Doss Mahant for 40 beeghas including encamping ground ...	31	0	0
To zemindars of Kearkoolie ... ..	1	0	0

7th.—At present there is no restriction as to the quantity of ground which individuals agree for, and the consequence is that some estates are extended so as to include hill and peaks to prevent the bungalows being overlooked by any person hereafter wishing to occupy them.

8th.—There is no ground in excess, to that actually occupied, included in the above statement, so as to admit of extending the limits of the Landour Depot and private bungalows arising on the ridge, which may hereafter interfere with the views of Government.

9th.—I have deemed it my duty to report these arrangements for confirmation, and to solicit authority for making a suitable remuneration to the zemindars whose lands have been appropriated to the use of Government.

10th.—I take this opportunity of reporting to you that, under existing arrangements, no inconvenience is experienced or dissatisfaction expressed by the inhabitants of the Doon, or the villagers in the vicinity of Landour, on account of the influx of European visitors. On the contrary, the advantages of increased demand and influx of money is duly appreciated, the effects of which, I trust, will soon become visible in the improvement of the district.

DEHRA DOON :  
SUPERINTENDENT'S OFFICE, }  
The 13th August, 1829.

I am, &c.,  
(Sd.) F. YOUNG,  
Superintendent.

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Exhibit 46.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.

No. 4.

To

F. HAWKINS, Esq.,  
Acting Resident and Commissioner, Delhi.

Reverence.

SIR,

I am directed by the Right Hon'ble the Governor-General in Council to acknowledge the receipt of your letter of the 24th ultimo, with its enclosure, respecting the remuneration to be made to the zemindars for land appropriated to public buildings in the Dehra Doon, and to inform you that His Lordship in Council sanctions the adjustment proposed by the Superintendent.

I have, &c.,

COUNCIL CHAMBER :  
The 15th September, 1829. }

(Sd.) R. M. TILGHMAN,  
Secretary to the Government.

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Exhibit 47.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.

No. 5.

Extract of letter from the Superintendent of Dehra Doon to the address of the Commissioner, Revenue and Circuit, Northern Doab, Meerut, dated 23th November 1829.

\* \* \* \* \*

17th.—Those lands only which are under cultivation shall be assessed or included in the zemindaree mookuddumie, those which remain unappropriated and waste after the Settlement now about to be made, shall be considered *bond fide* belonging to Government and entirely at its disposal, but all applications for such waste land made through a neighbouring mookuddum shall be attended to after due consideration being given to the quantity of grazing land which it may be considered advisable to appropriate to the use of zamindars, and the land let on the following terms:—First year  $\frac{1}{2}$  anna, second year 1 anna, third year  $1\frac{1}{2}$  anna, fourth year 2 annas, fifth year 3 annas, and ever after at the same rate as the lands now under cultivation.

164A.—It shall be considered a rule in all cases that the nearest ryot to the land for which application is made, or those whose estate it joins, shall have the option of taking it previous to its being appropriated by more distant zemindárs.

164A.—To prevent irregularities that at present exist from ambitious people seeking to have the name of great zemindárs, and for that purpose taking possession of more ground than they have means of cultivating, and thus causing a loss to Government, or drawing down ruin on themselves, it shall be considered a part of the present arrangement that all ground which, from whatsoever cause, may have remained uncultivated for three years, though included in that which has been given away by Government, may be resumed, at the discretion of the Superintendent, after inquiry into the cause which led to its being thrown out of cultivation.

37th.—Although in paragraph 15th, I have proposed that the old tekadárs should be selected to fill the situation of mookuddums, still I should be sorry entirely to exclude men of capital and responsibility, who might be induced to bring settlers from other parts,—in case of such men occupying any waste unclaimed tract after bringing 500 beegahs to yield a revenue of 3 annas per beegah to Government they should be entitled to the zemindáree mookuddumie.

Exhibit 48.

REGISTER No. 2.—*Correspondence from Commissioner to MR. WELLS, 1842.*  
No. 6.

*Extract from the Resolutions of Government, dated 16th March 1830, Territorial Department, Revenue, received with Commissioner's letter, dated 5th April, 1830.*

44th.—That grants of waste land be made on the terms specified in the 17th paragraph of Major Young's Report, subject to the rules suggested in the two following paragraphs and in paragraph 37—it being provided that the rent to be ultimately demanded from the land after the expiration of the period for which the reduced rates are stipulated shall be regulated according to the general rates of assessment for similar lands, and it being of course understood that so long as that assessment is paid, the owners to be entirely at liberty to cultivate the land or not as they may think best.

Exhibit 49.

REGISTER No. 2.—*Correspondence from Commissioner to MR. WELLS, 1842.*  
No. 7.

To

W. EWER, Esq.,  
Commissioner, N. D. Doab, Dehra.

SIR,

I have the honor to acknowledge the receipt of your letter, under date the 24th instant, covering copy of a letter from Mr. Newnham of the 14th, for any remarks I may wish to make on them.

I beg leave to state that my objection to comply with Mr. Newnham's official application for a copy of the original correspondence which passed through your office and led to the sanction of Government to existing arrangements regarding the renting of ground on Mussoorie and Landour, was founded on the idea that Mr. Newnham had no more right to call on me for such documents than any of the various individuals who have taken up their temporary abode in the hills, whether for the benefit of health or the purposes of trade and under the conviction that were I to admit such right of interference as Mr. Newnham's letter of the 5th instant indicated an inclination to assume, I should entail endless labour on myself and



needlessly multiply the duties of my office, for if I permitted the authority on which I acted to be called into question and canvassed in the present case, I must with equal propriety submit to it in every other.

The asperity which Mr. Newnham notices in my reply which he terms acrimonious, I can only attribute to the necessity I was under of being more decided in my refusal than I might otherwise have been in consequence of the same demand having been made verbally in style that seemed to imply authority which I did not acknowledge, and I refused to enter into public discussions with Mr. Newnham on subject connected with his conversation with the Rajah, because I thought they showed a litigious spirit of interference, which was uncalled for.

Relative to the Persian documents which Mr. Newnham has sent you, one is, I presume, a roobukaree issued by me for the information of those concerned, stating the authority under which European gentlemen are permitted to rent ground, for the purpose of building at Mussoorie and Landour, from the zamindárs with whom they were to make their own arrangements. All that is required by me as Superintendent is that the ground shall be measured and the agreement registered in my office. This precaution I deemed necessary to protect the zamindárs from oppression and prevent illegal transfers. All such arrangements are of course subject to established laws and local customs, without rendering it necessary to detail each minutely on every paper of the kind. In my proceedings, however, there is no prohibition; any person who pleases may employ a lawyer to draw out the instruments; all I insist on is measurement and registry. The second paper is, I suppose, copy of Major Young's agreement with the zemindars, made over to Mrs. Grant, to which Mr. Newnham particularly calls your attention. This document was probably made out before the authority of the Rajah was obtained, as the undecided point alluded to is decided by the authority specified in the roobukaree. The 3rd is probably the agreement made by Major Low with the zamindárs which was registered in my office. I am extremely sorry to have been under the necessity of trespassing so long on your patience, but I felt it due to the situation I hold under Government to be explicit in my defence.

DEHRA DOON:  
SUPERINTENDENT'S OFFICE, }  
The 27th August, 1830.

I have, &c.,  
(Sd.) F. YOUNG,  
Superintendent.

Exhibit 50.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.

No. 105.

To

H. M. ELLIOT, Esq.,  
Secretary to the Sudder Board of Revenue,  
N.-W. P., Allahabad.

SIR,

I am directed to acknowledge the receipt of your letter No. 543, dated the 24th ultimo, with its enclosures, and in reply to request that you will inform the Board that the Hon'ble the Lieutenant Governor is pleased to sanction the principle laid down in the 9th paragraph of Mr. Thomason's Minute regarding landed tenures at Mussoorie.

2nd.—His Honor is pleased to appoint Mr. F. O. Wells, Accountant, N.-W. P., now on leave at Mussoorie, a Special Commissioner for investigating, fixing, and marking off the limits of each holding as recommended in the 12th paragraph of the said document.

3rd.—The question discussed in the last paragraph of Mr. Thomason's Minute will be referred to the Supreme Government for consideration in the Military Department.

I am, &c.,

AGRA : } (Sd.) R. N. C. HAMILTON,  
The 20th January, 1842. } *Offg. Secy. to the Government, N.-W. P.*

P. S.—A copy of Mr. Secretary Tilghman's letter dated 15th September 1829, to Acting Resident and Commissioner, Delhi, is appended.

Exhibit 51.

REGISTER No. 2.—*Correspondence from Commissioner to MR. WELLS, 1842.*  
No. 107.

To

F. O. WELLS, Esq.,  
*Mussoorie.*

SIR,

I am directed to inform you that the Hon'ble the Lieutenant-Governor is pleased to appoint you a Special Commissioner for investigating, fixing, and marking off the boundaries of the several holdings at Mussoorie during the unexpired period of your leave.

2nd.—You will receive instructions for your guidance from the Sudder Board, to whom your appointment has been notified.

I am, &c.,

AGRA : } (Sd.) R. N. C. HAMILTON,  
The 20th January, 1842. } *Offg. Secy. to the Government, N.-W. P.*

(True Copies.)

(Sd.) G. F. FRANCO, (Sd.) H. M. ELLIOT,  
*Commissioner.* *Secretary.*

Exhibit 52.

REGISTER No. 1.—*Correspondence from MR. WELLS to Commissioner, 1842.*

To

G. F. FRANCO, Esq.,  
*Commissioner, Meerut.*

SIR,

I have the honor to acknowledge the receipt of your letter of the 24th and enclosures, and to inform you that I have put myself in correspondence with Captain Brown, the Surveyor, and the Officiating Agent in the Doon with a view to commence operations for carrying out the orders of the Board on the principles laid down in the enclosures of your letter.

Captain Brown says he thinks it will be the best plan to begin the settlement of the boundaries and marking off the estates in the middle of the station of Mussooree, and to work both ways, thus affording means of detaching two survey parties and shortening the time occupied in the work.

I propose to issue a notice to occupiers of land to mark off the boundaries of lands claimed by them, and to let me know when any difference occurs. I shall then proceed to such estate, compare the documents held by each proprietor with the Register existing in the Dehra Office, take whatever information I can get from the neighbouring mohuldums, and decide on the principles laid down in the Board's letter and Mr. Thomason's Minute as to the holdings, and be guided by the Board's Circulars as regards boundaries. Mr. Williams has most kindly offered me the assistance of a Native Officer to read and issue all documents and notices required in the native language. I now request your sanction to expend a sum not exceeding Rs 32 a month in procuring the assistance of an English transcriber, 2 chuprassies, and native stationery.

I also request your sanction to go to the expense necessary for making boundary marks in places where private interests and states do not reach—such as marking off the boundaries of the Church compound, and parts occupied by private individuals.

LANDOUR : }  
8th March 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

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Exhibit 53.

REGISTER No. 1.—Correspondence from MR. WELLS to Commissioner, 1842.

To

G. F. FRANCO, Esq.,  
Commissioner, 7th Division, Meerut.

SIR,

I have the honor to submit a letter from Mr. C. Grant, Accountant, with reference to a requisition of mine to supply me with a small quantity of stationery, to enable me to carry on the duties required of me as Special Commissioner at this Settlement, and to request you to sanction my applying to the Stationery Committee for a similar indent to be supplied to Mr. Grant to replace those sent to me.

I may add that I propose to take back to Agra whatever portion is not required for the service of Government.

LANDOUR : }  
15th March 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

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Exhibit 54.

REGISTER No. 1.—Correspondence from MR. WELLS to Commissioner, 1842.

To

G. F. FRANCO, Esq.,  
Commissioner of the Meerut Division.

SIR,

With reference to my letter of the 8th ultimo and yours of the 10th and 11th idem, I have the honor to report that in consequence of the extension of the duties I am engaged upon at Mussooree to Landour, a small increase of establishment will be necessary; I have engaged two men at Mussooree whose pay I shall be able to get from Dehra. I have engaged another man to superintend the whole, and help me to mark off the boundaries at Landour, at Rs. 30 a month. I also require a peyadar for each mohurrir to show the survey people the boundaries we have put up, otherwise I lose the services of the mohurrir while he is going over his work again pointing it out to Captain Brown and his people. I now therefore solicit your sanction to entertain a peshkar at Rs. 30 and 3 peyadars at Rs. 12=42.

I already hold your authority to expend Rs. 32 a month for a clerk, country stationery, and 2 peyadars for my own work. I am getting well on with the Landour boundaries, which I find much better defined than those at Mussooree.

At the latter place the persons wishing for land make their own bargains with the people who started up as the "landlords" which was loosely registered sometimes, and sometimes not at Dehra, whereas at Landour every grant has been given away by the Commanding Officer: this latter authority appears to have been disposed of almost levery bit of available building ground, leaving little for an extension of Cantonments if requisite.

LANDOUR : }  
1st April 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

Exhibit 56.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 88.

To

F. O. WELLS, Esq.,  
*Special Commissioner for Settlement of Tenures, Mussoorie.*

SIR,

I have the honor to annex for your information copy of a letter from the Secretary to the Government of India in the Military Department, No. 271, dated the 9th ultimo, to the address of the Officiating Secretary to the Government North-West Provinces, on the subject of Municipal obligations imposed on the residents at Landour.

2. From these orders you will perceive that it will be necessary to settle and define the boundaries of all the private estates at Landour as well as at Mussooree.

COMMISSIONER'S OFFICE, 1ST DIVISION :  
*The 10th March, 1842.* }

I have, &c.,  
(Sd.) G. F. FRANCO,  
*Commissioner.*

Exhibit 56.

COPY.

No. 271.

To

THE OFFG. SECRETARY TO GOVERNMENT, N.-W. P.  
*Revenue Department, Agra.*

SIR,

I am directed to acknowledge the receipt of your letter No. 106, dated the 20th ultimo, transmitting copy of correspondence with the Secretary to the Sudder Board of Revenue regarding landed tenures at Mussoorie, and with reference to the concluding paragraph of Mr. Thomason's Minute, to observe, for the information of the Hon'ble the Lieutenant-Governor, that the Right Hon'ble the Governor-General of India in Council concurs in opinion that property, and the people residents within the cantonment of Landour, who are not connected with the Sanitary Depôt, should be subject to the Municipal obligations imposed on the residents at Mussooree.

FORT WILLIAM :  
9th February 1842. }

I am, &c.,  
(Sd.) J. STUART, LIEUT.-COLONEL,  
*Secretary to the Government of the Military Department.*

(TRUE COPY.)

(Sd.) R. N. C. HAMILTON,  
*Secretary to the Government of the Military Department.*

(TRUE COPY.)

W. KELLY,  
*Head Clerk.*

## Exhibit 57.

REGISTER No. 2.—*Correspondence from Commissioner to MR. WELLS, 1842.*  
No. 5.

To

F. O. WELLS, Esq.,  
*Special Commissioner, Mussooree.*

SIR,

In continuation of my letter No. 2 of the 11th ultimo, I have the honor to annex for your information and guidance, copy of my address to the Sudder Board of Revenue, North-Western Provinces, dated the 11th ultimo, No. 78, and of Mr. Secretary Elliot's reply dated the 22nd of last month, No. 74.

I have, &amp;c.,

COMMISSIONER'S OFFICE, }  
1st DIVISION: }  
*The 2nd April 1842.* }

(Sd.) G. F. FRANCO,  
*Commissioner.*

## Exhibit 58.

REGISTER No. 2.—*Correspondence from Commissioner to MR. WELLS, 1842.*  
(COPIES.)  
No. 78.

To

THE SUDDER BOARD OF REVENUE,  
*North-Western Provinces, Allahabad.*

GENTLEMEN,

With reference to your order No. 23 of the 4th ultimo, I have the honor to solicit your sanction to my having authorized Mr. F. O. Wells, Special Commissioner for the Settlement of landed tenures at Mussooree, to entertain a temporary establishment of 1 English writer, 2 chuprassies and country stationery, at an expense not exceeding Rs. 32 per mensem.

2nd.—The Political Agent of Dehra Doon will afford to Mr. Wells the aid of a native mutsaddi.

I have, &amp;c.,

COMMISSIONER'S OFFICE, }  
1st DIVISION: }  
*The 11th March 1842.* }

(Sd.) G. F. FRANCO,  
*Commissioner.*

## Exhibit 59.

REGISTER No. 2.—*Correspondence from Commissioner to MR. WELLS, 1842.*  
No. 74.

To

G. F. FRANCO, Esq.,  
*Commissioner of the 1st or Meerut Division.*

SIR,

I am directed by the Sudder Board of Revenue, North-Western Provinces, to acknowledge the receipt of your letter No. 78, dated 11th instant, and in reply to inform you that they understood Mr. Wells would be able to conduct his inquiries at Mussooree by the aid of officers who could be placed at his disposal by persons on the spot. The only mode in which the Board could recommend the proposed establishment for the sanction of Government is on condition that it be charged upon the local funds of the Settlement. As this is not perhaps contemplated the Board

would wish the proposal to be reconsidered, and if again brought forward, to be accompanied with Mr. Well's remarks and representation on the subject.

I have, &c.,  
(Sd.) H. M. ELLIOT,  
Secretary.

SUDDER BOARD OF REVENUE, N.-W. P.,  
ALLAHABAD:  
The 22nd March, 1842.

(TRUE COPIES.)  
W. KELLY  
Head Clerk.

Exhibit 60.

REGISTER No. 1.

Correspondence from MR. WELLS to Commissioner, 1842.

To

G. F. FRANCO, Esq.,  
Commissioner, 1st Division, Meerut.

SIR,

I have the honor to acknowledge the receipt of your letter of the 2nd instant, and copies of letters from you to the Sudder Board of Revenue, and of the Board's reply.

Mr. Williams has afforded me all the assistance he was able, which is one mutsaddee, and in order to make the most of him, I have cut him in half—at least his pay—and have entertained two men at Rs. 25 a month as moharrirs.

I want another for Landour, &c., to read papers to me of the mass of undigestive units which I have received from the Debra Office.

I informed you that I have two men employed in marking off boundaries at Mussooree, starting from the Church and going towards Rajpooor, the other towards Hasteepoon; each man has a peon, who afterwards shows the Surveyor and his people the boundaries marked.

Before the survey I visit each estate and see the boundaries, settle each dispute, see the places the boundary pillars are placed in, and describe them in the English register, with other particulars which you will see when I submit the register. Without native assistants it is impossible I can do so. The land under settlement is from Budraj to Rajpooor, 12 miles, and from beyond Landour to Colonel Chambers' house, about 8 miles, comprising probably three or four hundred estates to be registered, defined, and settled: this is independent of the bázars of Mussooree and Landour, of which the houses and shops will be lumped together—each bázár in a lot.

To effect this I ask in addition to the mutsuddee's pay afforded me by Mr. Williams—

	Rs
One mukher .....	90
Three peyada, one for each man .....	15
One English copyist, 3 peons and country stationery .....	82
Total .....	187

I have entertained these people from the 11th of March.

I shall probably be able to dispense with 2 moharrirs in 6 months from the date they were entertained, leaving only Rs. 24 from that time to the closing of my duties, which I hope to be able to do before the expiration of my leave. It is true the Government, having relinquished all portion of the land rent and some other sources of revenue to the community, have received no direct advantage from the settlement of this place, but the large amount of capital expended here and invested in houses and property in the Doon encourages trade and creates a demand for agricultural produce which would not exist without this settlement.

In submitting my final report I shall speak I hope more definitely of the value of property at this station; but to allude to it in round numbers, I may say that of houses and improved lands there are about 10 lacs of rupees value; that there are 7 or 8 lacs of capital spent here every year as the supplies afforded to the Treasury at Dehra will show.

That the place is yearly increasing, and that the increasing number of permanent residents promises to render it not a mere refuge for the sick in the hot months, but a place where invalided servants of Government will retire to pass the remainder of their days, instead of returning to England.

When we consider that all this has arisen within 12 years from the present date I feel sure Government will readily assist to give stability and value to the landed property now well defined and held on tenures of a most questionable nature—circumstances which must materially tend to return the outlay of capital.

Captain Brown's (the Surveyor) people are following closely. I can only just keep ahead of him and leave him sufficient ground to work upon.

LANDOUR: }  
6th April 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

#### Exhibit 61.

REGISTER No. 1.—Correspondence from MR. WELLS to Commissioner, 1842.

To

G. F. FRANCO, Esq.,  
Commissioner, Meerut.

SIR,

I have lately been engaged upon that part of my duties which consist in marking off the boundaries of the Landour Cantonments, and am struck with the great extent of land and the number of houses embraced in what has ordinarily been considered as Cantonments, when compared with the number of officers and men employed in carrying on the Military duties of the station.

The men, all Europeans, I believe average about 250, one season with another, and the usual number of officers are 7 or 8. For the accommodation of the latter Government have built quarters, and for the former barracks.

The boundaries of Cantonments have never been clearly defined, but the Officer in Command has usually considered himself entitled to grant spots for building on anywhere on the Landour Hill, from top to base save on the east end, where Mr. Ewer and Mr. Bairns have had houses, which they took some trouble to have remarked out of Cantonments, and succeeded with the Commanding Officer of the time in effecting their object.

I now propose to limit the Cantonments to the upper circular roads which meet, you are aware, at Christ Church, Landour, thence by the line of water-course (or Barea Dal) to Mr. Connolly's private road on one side, and the new Landour road on the other; at the said Church these two roads meet at the Post Office and Commissariat Godown, and include the Parade and every building used for Military purposes, and altogether 50 houses, 19 of which are for hire, besides the Government quarters provided for the officers, the line of boundary being a road on all sides save the small bit, defined by a water-course on the south, makes the marking of the boundary more distinct and easy.

At present the boundary of Landour Hill commences at the gorge between that hill and Mussoorie, then by the water-course nearly all round except where it rises over the hill to cut out Messrs. Bairns' and Ewer's (now Captain Connolly's) houses from the boundary of Cantonments: altogether, exclusive of the bazaar, there are about 90 houses on the Landour Hill, 50 of which, under my proposition, will be in Cantonments.

This boundary will embrace also the small bázár under the barracks, and will exclude the larger one known as the Landour Bázár, but which is common to both Landour and Mussooree, and used as much by one as the other; in fact, it is the only bázár at present from which supplies to any extent are derived.

There is another spot called the "Mussooree Bázár," but it consists of two banyas' shops only, with not much power of extension.

The Landour Bázár, you are aware, lies between the two hills in the gorge, and is, I should suppose, more than a mile from the barracks of the men on the top of the hill.

The police management of this bázár has hitherto been under the officer in Command of the Depôt, who at first was the only permanent resident at the place, and it was therefore, I believe, thought desirable to give that officer the charge of it that he might prevent the sale of liquors to the men. Now the circumstances of the stations are much altered. Landour instead of being an exclusively military place, is one occupied by invalids of all services, as the convenience of meeting with houses occur.

There are about 40 houses in and about Landour, independent of barracks and quarters for hire. Of these, not more than three or four are used by parties attached to the Depôt.

A civil officer exercising the powers of a magistrate resides in the hills, either at Mussooree or Landour.

The charge of the police in the bazaar is more likely to be well managed by a resident civil authority than a military one, for this reason: of late the military charge of the Depôt has changed hands every year, and it is not to be supposed that a person who has been engaged all his life exclusively on military matters, and is perhaps ignorant of the native languages, can understand the management of native police so well as those who have it the object of their lives to become conversant with the wiles and subtleties of native vagabonds, and the best means of detecting their malpractices, and punishing them.

When the bazaar was first established the Military Cantonments formed the greater portion of the station: now the fact is reversed, and of 180 houses in the two stations to which the bazaar is common, the military employed on duty do not occupy more than 16 or 18.

The present bázár is not nearer the barracks at Landour than the civil bázárs at Kurnaul, Meerut and other places, where portions are under military and civil management. On the first establishment of the Depôt the officers, soldiers, servants and people connected with the military bázár formed so large a portion of the hill residents that a Commanding Officer could control the sale of liquor with some success: now it is quite impossible for him to prevent its clandestine sale from the great number of people out of his control and therefore the object of his having the superintendence of the bazaar—its being in Cantonments—is defeated.

I beg to send a very rough sketch, which will explain to you at least the situation and line of road I propose as a boundary.

I also send a list of houses and sites on which building has commenced at present on the Landour Hill, and those which will remain in Cantonments under my proposition.

I am induced to make this representation from the dissatisfaction some of the residents have expressed in having their houses now within Cantonments which they formerly considered out of it.

Nobody could tell the exact boundary of the Cantonments; in fact it has never been defined. I took the natural water-course for marking the Landour Hill, and I now propose the artificial one of the road as the limits of the Military authorities.

LANDOUR: }  
10th April, 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.



Exhibit 62.

REGISTER No. 2.—Correspondence from Commissioner to Mr. WELLS, 1842.

No. 7.

To

F. O. WELLS, Esq.,  
*Special Commissioner, Mussorees.*

SIR,

I have the honor to inform you that I have referred the subject of your letter, dated the 10th instant, for the consideration of the Sudder Board of Revenue. I fully concur in the arrangement of the boundaries of the Landour cantonment proposed by you, but the plan to exclude the bazar from the limits of the Military control, which, in my opinion, from its locality, would be attended with benefit, will doubtless require some consideration.

I have, &c.,

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 15th April 1842. }

(Sd.) G. F. FRANCO,  
*Commissioner.*

Exhibit 63.

REGISTER No. 1.—Correspondence from Mr. WELLS to Commissioner, 1842.

To

G. F. FRANCO, Esq.,  
*Commissioner, 1st Division, Meerut.*

SIR,

In the course of determining the boundaries of the estates at Mussoree, I have come to that of Colonel Everest's, the Surveyor-General, known as the "Park."

It is a very large estate comprising, I understand, about 640 acres, or 3,072 beeghas of the Doon, and under the peculiar circumstances of the case, which I shall proceed to detail, I venture to make a special reference, in the hope of obtaining your advice in the case as to the propriety of my proceeding. The history of Colonel Everest's tenure is stated in his memorandum annexed.

This estate is a very beautiful one, situated about four or five miles from the Mussoree Church or the road to Budraj, and comprises some very fair sites for houses on the line of hills on which the principal house is situated. In addition to this line of hills, the colonel has taken into his estate one side of the next line of hills to the north making his boundary a public road, called the Pioneer Road, which runs over a ridge of beautiful hills, spoiling many pretty sites for houses, without doing the colonel any good whatever.

The colonel purchased with the estate one good house, and has built two small bungalows on it besides, and has laid out sufficient capital to entitle him to the right conferred by "beneficial occupation:" but I do not think it is fair upon the public or the Government, who are willing to confirm the rotten tenures under which the lands are held, that a useless appropriation of land should be allowed. I therefore propose that the water-course or khud between the "Park" and range of hills on the other side, on which the Pioneer Road runs, should be the boundary of the Park Estate. This will leave Colonel Everest about 370 acres, or 2,736 bighas at a rent of Rs. 15.

The tenure under which the Colonel holds his land is of the same indefinite loose kind of agreement from parties calling themselves zamindars as in the rest of Mussoorie. His ikarnama or lease is from one Gullabee, now in the employ of the colonel, who styles himself renter of Kikholi, a dakhili village of Kisshoolie. The Register says, the grant was given by Buddoo and Chetoo, who resigned 1,250 beeghas of land with an ill-defined boundary in consideration of receiving Rs. 10 per annum, dated 10th November 1833. The colonel subsequently took more land from Gullabee I believe the very land I now propose to take back for Rs. 5 in addition, making Rs. 15, but I can find no record in the register of this. I beg to send a copy of an agreement from Buddoo and Chetoo, as well as of the ikarnama from Gullabee; the latter dated 4th October 1835, the former 13th July 1841. As the agreement for the surplus, i. e., the land for which the colonel pays Rs. 5 more, has never been sanctioned by the Political Agent, of course the Government is not bound to sanction the possession.

I send a map also to explain where I propose the boundary should be, at the same time taking sufficient from the opposite side, or Major Swetenbam's estate, to leave room for building sites.

Major Swetenbam has a very large estate also without any registered boundary at all, and uses this land for grazing and growing potatoes upon. I annex a copy of his register, dated 18th July 1838.

The Park line off the Pioneer Road ridge, or Panee Dhal, in the Government territories, and the other side in the Rajah of Ghurwal's ilaka. Colonel Everett derives his right from zamindars in our territories; Major Swetenbam from those in the Rajah's; hence this inconvenient boundary which I wish to alter so as to leave the ridge available for building sites.

The people who call themselves zamindars here are miserably poor, and for a few rupees are willing to give what is useful to us for building sites, and of very little value to them as grazing ground, and a person wishing to monopolize, might for a pepper corn rent take the whole of the hills round the station, and say the zamindars gave up the lease of them: but I apprehend that such questionable tenures should not be confirmed: an estate of Captain Leeson called Newlands (or Coopers Hill) comes under this category.

I beg to annex a letter, and reply, I have sent to Mr. J. Leeson, the son of Captain Leeson, and manager of his father's property here. He has the lease of the estate Newland, and has not spent one rupee upon it. Beyond the erection of a cowshed in the valley there is no house, or even cultivation on the estate, and he merely keeps it to feed cattle upon it, and sell the right of cutting wood and grass.

The range of hills comprise several good sites. His registered area is 300 beeghas, and he now claims 900, but is not entitled to it, in my opinion. His father has another large estate, on which is a bungalow, near Rajpur, besides this.

Captain Leeson appears to have acquired this in 1836, and has been absent in Afghanistan since the war broke out there. This may entitle him to some consideration, or say to the site for a house, provided he built upon it in a reasonable time: but, under the rules laid down for my guidance by the Board, Captain Leeson's hill Newlands is liable, and should be resumed.

To return to Colonel Everett's: he wished to take in a large piece of land besides what he now holds and adjoining his estate, comprising also a slate quarry. He wishes it particularly stated that this slate quarry and land are not now in his possession, and the land and quarry form a distinct question unconnected with the property he now holds.

I beg to transmit copy of Captain Leeson's and Colonel Everett's registers to your personal, and beg the return of the map when no longer required.

LANDOUR }  
25th April 1842.

(Sd) F. O. WELLS,  
Special Commissioner

## Exhibit 64.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 9.

To

F. O. WELLS, Esq.,

*Special Commissioner for the Settlement of Mussoorie.*

Sir,

In reply to your letter of the 26th ultimo and its enclosure, I have the honor to state that you have, in my opinion, taken a very correct view of the question relating to the properties of Colonel Everest and Captain Leeson.

2. Colonel Everest has done much for his estate in the way of improvement and beneficial occupation, and he is entitled to the benefit of it in a liberal degree, but there must be a limit to his demand, and the line of boundary proposed by you to the northward of his estate, taking the water-course in the khud between the range of hills on which his dwelling-house is built and the opposite range on which the Pioneer road is made, appears to be very reasonable, more especially as there are some excellent sites for buildings on the summits and sides of the range that is excluded, and the whole of the "beneficial occupation" alluded to is confined within the boundary proposed by you. Even within that boundary the colonel will have by far the largest estate in the Settlement, and he will still be able to avail himself of numerous beautiful sites on his estate, should he feel disposed to gratify a desire for raising more edifices. It may likewise be noticed that in the event of any bungalows being constructed hereafter on the excluded range, the distance from the Park House is so great that no inconvenience can arise to the colonel or his successor from the proximity of the embryo "castles in the air." I doubt not also that the colonel, who holds all his land on so loose a tenure, will be more than satisfied by having secured to him by a valid grant the property within the khud.

3. As to "Newland," the property claimed by Captain Leeson, there can be no question that he has no right on any ground whatever.

4. I will forward this correspondence for the consideration of the Sudder Board of Revenue, and will duly communicate the result to you.

I have, &c.,

COMMISSIONER'S OFFICE,  
1st DIVISION:  
The 7th May, 1842.

(Sd.) G. F. FRANCO,

Commissioner.

## Exhibit 65.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 13.

To

F. O. WELLS, Esq.,

*Special Commissioner for the Settlement of Mussoorie.*

Sir,

With reference to your letter of the 26th of April last, respecting the estates of Colonel Everest's "Park" and Captain Leeson's "Newlands," I have the honor to communicate the following observations by the Sudder Board of Revenue

2nd.—By the orders of Government dated 20th January 1842, it is determined that all grants should be confirmed which have been measured by the officers of the Superintendent's establishment and registered, and of which beneficial occupation has been taken.

3rd.—In the case of Colonel Everest's grant, measurement and registry took place in November 1833. The area and boundaries are both entered in the register. The former is stated to be 1,260 beghas, whereas the area claimed by the occupant

is now estimated at 3,072 beeghas of the Doon. However this may be, it is clear that the northern boundary is the ridge of the hill (the Panee Dhar), and therefore you are evidently mistaken in supposing that the portion between the ridge and the wooded ravine was taken subsequently to measurement and registry. It does not appear why Rs. 15 are paid as rent for what is registered as chargeable with Rs. 10, but the error is in excess, and cannot affect the validity of the tenure. Beneficial occupation would also appear to have been taken of the tract in question by the formation of a road through it, by the erection of some temporary residences for sub-assistants of the establishment, and by the careful preservation of the wood for the embellishment of the estate. The Board therefore do not perceive how Colonel Everest can be deprived of the benefit of the principles sanctioned by the Government, so far as is applicable to the piece of land in question. They are not therefore disposed to adopt your suggestion in this case.

4th.—The particulars regarding Captain Leeson's estate are not given with sufficient fulness to enable the Board to decide upon it, but it is understood that there once stood on the spot a bungalow which was destroyed by fire, and that Captain Leeson by his purchase of the property became entitled to all the advantages claimable in consequence of the previous outlay of capital on the estate. The extent of the right must depend on the terms of the registry, but the entire resumption of the grant, as apparently contemplated by you, would be incompatible with the established principles.

COMMISSIONER'S OFFICE,  
1st DIVISION:  
The 17th June 1842.

I have, &c.,  
(Sd.) G. F. FRANCO,  
Commissioner.

ENCLOSURES RETURNED.

A map of the Park Estate (will be returned hereafter).  
Description of estate by Lieutenant-Colonel Everest, dated 23rd April 1842.

Exhibit 66.

REGISTER No. 1.—Correspondence from MR. WELLS to Commissioner, 1842.

To

G. F. FRANCO, Esq.,  
Commissioner, 1st Division, Meerut.

SIR,

The large tract possessed by one party at Budraj requires a separate report, in the hope of soliciting your advice and orders in guiding me to a just decision on the point at issue—a question which embarrasses me the more, as one of the claimants is a personal friend of my own. I shall try and lay the case before you, however, as if he were not so.

There are only two pieces of land registered at Budraj belonging to the parties who claim nearly the whole of the first range of hills comprising 4,109 Doon beeghas of 1,008 square yards. The abstract of the registers are as follows:—Captain White, 255 beeghas on Chussketh, Bolakihaut and Pondahce, at an annual rental of Rs. 42, viz:—

	Rs.
Bolakibaut	14
Pondahce	4
Upper Chussketh	24
Total	42

This is dated 18th April 1836

Captain White appears to have sold his right to Mr. Murphy, Mr. M. to Mr. Webb, Mr. W. to Messrs. Smith and Tyler, and the latter gentlemen made this and all their Budraj property over to Maxwell, McGregor & Co., grantees of waste lands in the Dehra Doon, in which, I believe, Messrs. Smith and Tyler are also interested.

They also bought another bit, formerly belonging to Lieutenant Fraser, 100 beghas kucha, with a rent of Rs. 20. This is a spur from Budraj called Doodlie.

Mr. Fraser sold to Mr Webb, Mr. W. to Messrs. Tyler and Smith with other land not registered for Rs. 2,200, making Rs. 4,000 in all, besides the land rent payable there upon. On Mr. Fraser's land or Doodlie there is a small bungalow now falling into ruins.

The parties calling themselves zamindars, viz., Chotoo of Mirrasputtee in the Company's territories, and Gungaram of Kundials in the Rajah of Ghurwal's, and Motee of Kussoori, also in the Rajah's ilaka, say they have made over all the land now under report, or 4,109 beghas, to the Farm in consideration of receiving annually Rs. 148 as specified in the margin, and extracted from an ikranama signed by Mr.

	Rs. s.
Chotia and Chotoo	91 5
Gungaram	46 11
Motee	11 0
Total	148 0

Tyler possession of these parties and dated the 15th October 1841. This is what they received from Mr. Webb, they say.

The question now to be ascertained is, have the parties the right to grant pottas in perpetuity without the sanction of the ruling authority. What the rajahs and zamindars may have the right to do, you are a much better judge of than myself, but I dare say the rajah has no objection to take the change out of Rs. 56-11-0 for land which could have yielded little or nothing before it was made over to a European in lease.

The division of the boundaries of the Rajah and the Government appears to be the ridge or Panee Dhal : if water found in the ground runs north the land belongs to the Rajah ; if south, to the Government.

Thus of Rs. 51-5-0 due by the Farm for land on Budraj to Chotia yearly, only 62 are registered, comprising an area of 355 beghas, and upon this only one small bungalow has been built by Lieutenant Fraser which is now nearly in ruins. On the land hired from the rajah's people there is a small bungalow in ruins also, built, the people say, by a Lieutenant Rind, in Command of the Pioneers, while he was engaged in superintending the construction of a public road leading to the Jumna, and across the Chor to Simla. Upon a strict construction of the Board's orders and Mr. Thomason's minute, there is a doubt whether the "Farm" are entitled even to the land registered at Budraj, but in consideration of the large sum which has been paid for it, and some money having been expended by a former proprietor in building a bungalow, you may view their case favourably as entitling them to special consideration.

Supposing them to be allowed to retain the 4,109 beghas, of which they have only 355 registered, it leaves 3,954 liable to an assessment, as the whole will become a part of the Government territories after the arrangement with the Rajah : this at the minimum rate, or one anna a begha, will render them liable to a rent of Rs. 248, besides the Rs. 62 now paid on registered land. Again, as I doubt whether they are likely to render Budraj very soon profitable, I should say the Farm would be glad to get back their purchase money or Rs. 4,000. This may be done by the permission to them to sell 16 sites for houses, when purchasers can be procured, to be marked out by the Government authorities at Rs. 250 each, or by parcelling off all the good building ground into sites, and spreading Rs. 4,000 or Rs. 5,000 over the whole, and making these prices an upset price for the sale of such sites by auction, the advance going to Government for presentation to the local Committee of Improvements.

There is a great deal of flat land at Budraj, and it is a beautiful place for building on, but I doubt whether inconvenience would not be found in many parts from want of water, or at least the distance from any spring.

The Doodlie Spur, where Lieutenant Fraser's bungalow stands, and where there is plenty of room for half-a-dozen more, has water near, but all the other good sites are at some distance, varying from  $\frac{1}{2}$  to 2 miles, not however at any great descent.

The Farm are about to propose a Joint Stock Company, they tell me, for building in Budraj, but I doubt if it will take, as so much money must be laid out in roads, which is to be a part of their proposal, running from Budraj by their Farm of Athia through the Timlee pass to the road to Saharanpore.

I beg to send a rough sketch which the Farm have supplied me with, showing the relative situations of the spots claimed by them. I have marked the two spots I can find in the register. The position on which the Gurrie stands, the zemindárs say, is on the Pansse Dhal, on the boundary between the Rajah and Government territories. The land marked Lieutenant Brown's is partly in the Rajah's and partly in Government territories, and has not been registered.

On the payment of rent last year Mr. Tyler announced his having done so to Colonel Young. I enclose a copy of his letter and of Colonel Young's reply, and notwithstanding which I can find no trace in the register sent to me; in fact, the necessary process of measuring has, I believe, never been gone through.

There are three ways of deciding the question—one, to resume the whole, leaving the Farm to get back the large sum expended by them in the best way they can—an extreme measure, I do not recommend. Secondly to mark off the good sites and Rs. 5,000 on them varying according to the eligibility of the sites, and making that an upset price for sale by auction, a rent being fixed to each of Rs. 16, recoverable yearly from the purchasers, and divided at Mussoorie  $\frac{1}{3}$ rd to the Road Committee and  $\frac{2}{3}$ rd to the zemindárs. Thirdly, to give the Farm the two registered bits, charging one anna a beegha on all above the registered area and resuming all unregistered portions. These two, viz., Chusseth and Doodlie, would comprise, I imagine, the most valuable portions of the hills.

I have little doubt that the rajah was cognizant of and consenting to the pottahs given by Ganga Ram and Motee, the zemindárs of his ilaka; in fact, these worthies say the rajah takes the whole of the rent they receive, and gives them in lieu land fit for cultivation in other parts. If, however, the whole of Budraj is taken into the Company's territories, I do not think it would be advisable to confirm these pottahs as it would alienate the best part of Budraj and leave nothing to be recovered by the Committee for public improvements, or by the zamindárs of the neighbouring lands who would lose some land capable of pasturing cattle.

Moreover, it would throw the monopoly of the whole land of the settlement into the hands of one party, and enable them to fix the rent at whatever rate they choose—would give them the advantage of the protection and stability the Government we live under affords to property, as well as the use and advantage of all public improvements, which would certainly be eventually made if people built houses there, they contributing nothing but the small sum paid for a questionable tenure under a Native Government which could revoke it, or exact fine, &c., on renewals as is done under all Native Governments.

A part which I have marked off should be left for the bazaar, and the sites for houses clearly defined by the Magistrate or Collector of the district, leaving to each person no more than sufficient to build one house upon, with ground to render it desirably private.

If an examination by competent persons there was found sufficient water for purposes required, a part of Budraj on the land marked on the sketch as Lieutenant Brown's would form an admirable depot for soldiers.

To transfer the veterans from Chunar, for instance, to this place would be a measure, I should imagine, productive of great good, and render available on emergency a body of men now useless from disease, the enervating effects of a very hot climate, and the power of obtaining liquors to extent of the means of purchase.

The services of invalid officers now obliged to reside in the hills would be available to keep these men in order, and form the nucleus of a settlement which would soon increase in size, and compete in extent with Landour and Mussooree. The children, too, of such Europeans, instead of dying in infancy, as is the fate of the majority, or growing up weak and lanky like Seakale under a garden pot, would become strong and healthy members of the community, and prove useful to the Government, in whose service their fathers had been so well cared for.

In conclusion I beg to recommend the parties who claim Budraj to your favourable consideration as persons who have laid out a great deal of money in the Doon in clearing waste lands, and bringing them into cultivation, and if allowed to make the best of Budraj, or any part of it, are likely to turn it to the best account for themselves and the community at large.

There are many hill stations now; there is not much fear of harm from monopoly, and Mussooree and Landour still afford means for extending the number of houses.

LANDOUR: }  
The 20th May, 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

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Exhibit 67.

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REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.

No. 10.

To

F. O. WELLS, Esq.,

*Special Commissioner for the Settlement of Mussooree.*

SIR,

I have the honor to forward, for your information, copy of a letter I have this day addressed to the Sudder Board of Revenue on the subject of your letter, dated the 20th instant, relative to the tenure of the Budraj holding.

COMMISSIONER'S OFFICE, }  
1st DIVISION: }  
The 23rd May 1842. }

I have, &c.,  
(Sd.) G. F. FRANCO,  
Commissioner.

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Exhibit 68.

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REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.

(COPY.)

No. 179.

To

THE SUDDER BOARD OF REVENUE,

*North-Western Provinces, Allahabad.*

GENTLEMEN,

I have the honor to forward, for your consideration, a letter, in original, from Mr. F. O. Wells, Special Commissioner at Mussooree, dated the 20th instant, and its enclosure, relating to the tenure of the large tract of land held by one party at Budraj.

2. Mr. Wells's report is very full and clear, and it will enable you at once to form a judgment on the matter.

3. I agree with Mr. Wells that the enterprising grantees of "Hopeton" in the Doon, who are the holders of the tract in question, are entitled to the most liberal

consideration, and I am even of opinion that if they are allowed to hold the whole of the land at what may be considered a fair minimum rent, there will be a greater probability of houses being built through their agency, and a Settlement being formed in that place which is far removed from Mussoorie and Landour, than if the Government were to take the lands and to parcel it out to purchasers.

4. The Hill of Budraj, being situated in the vicinity of the grant in the Debra valley, the grantees (who are the holders) would have an interest in forming a settlement in that portion of the hills, and I am inclined to believe that they would, in the course of time, construct a road thence to the plains, which, passing through the lands of "Hopeton" to the Timlee Pass, would meet the high road which has already been made from that Pass to Saharanpore.

5. Judging from the difficulties which have already been overcome by these grantees in the Doon at an immense outlay of capital for which they are only now beginning to receive a return, I have no doubt that they would gradually carry into effect the measures proposed by them, and I consider that it would be just as well as expedient to give them the opportunity.

6. I request, however, that you will give your attention to the several propositions contained in the letter of Mr. Wells, and that you will favor us with the result of your decision.

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 23rd May, 1842.

I have, &c.,  
(Sd.) G. F. FRANCO,  
Commissioner.

(True copy.)  
W. KELLY,  
Head Clerk.

Exhibit 69.

REGISTER No. 2.—*Correspondence from Commissioner to MR. WELLS, 1842.*  
No. 12.

To

F. O. WELLS, Esq.,

*Special Commissioner, Mussooree.*

Sir,

In reply to your letter of the 20th ultimo, respecting a large tract of land at Budraj, I have the honor to communicate the following remarks of the Sudder Board of Revenue.

2nd.—On the principles laid down by Government, it is evident that Messrs. Smith and Tyler have only a right to the two registered allotments, one in Bola Ribant, Bondhaee and Chuss Theth, said to be 255 beegahs charged with a rent of 42 rupees; the other at Doodli, said to contain 100 beegahs and charged with a rent of 20 rupees. On one or both of these lots capital and labour have been expended. These two lots should be made over to them as their right, without rigid adherence to the number of beegahs they are registered as containing. A fair area should be assigned to them, such as is generally supposed to have been attached to the grants, and for which the terms of the registry and rough sketch will probably afford sufficient basis.

3rd.—Beyond these lots the gentlemen in question lay claim apparently to the whole of the hill, for which they pay to the zemindar the sum of (148—62) 86 rupees. Part of the hill lies out of the Company's dominions belonging to the Tehree Raja, and on one portion of that land stand the ruins of a bungalow, and to all advantages attending the outlay of capital on this they are by their purchase entitled. The grants are not measured, nor registered, nor is there any other occupation than what the ruined bungalow built by Lieutenant Rind represent.



4th.—The whole claim to consideration on the part of the claimants rests upon the ground of its forming part of the property, for which the large sum of 4,000 rupees was paid. It does not appear how much of the price was paid for the registered and how much for the unregistered portions. The purchase, however, as regards the latter portion, conveys no right which can be recognized by the Government. Whatever terms are now given must be of the nature of a new grant and be separately sanctioned.

5th.—It seems to the Board that most liberal allowance will be made to claimants, if 1 anna a beegah is fixed on the unregistered portion and they are allowed the option of occupying it at that rate. The zemindars are not entitled to more than  $\frac{1}{3}$ rd of what they have already agreed to receive; the difference between that and the rent at 1 anna per beegah, if the whole be taken up, will go to the community for local purposes. The arrangement regarding the Rajah's portion of course depends on his agreeing to transfer it to this Government for the use of the community, on his being guaranteed the sum he now receives.

6th.—The Board request that I will direct the adjustment of the claim on these terms, and the inclusion of the whole tract within the limits of Mussooree.

7th.—The sketch map enclosed in your letter under acknowledgment is herewith returned.

I have the honor to be,

SIR,

Your most obedient servant,

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 15th June 1842.

(Sd.) G. F. FRANCO,

Commissioner.

Exhibit 70.

REGISTER NO. 1.—Correspondence from MR. WELLS to Commissioner, 1842.

To

G. F. FRANCO, Esq.,

Commissioner, 1st Division, Meerut.

SIR,

I have the honor to report that the survey and definition of the boundaries of the Landour Cantonments are nearly completed, and I solicit your opinion on the propriety of the assessment I propose to make.

You are aware that the greater part of the occupiers of houses in the Cantonments of Landour have nothing to do with the military duties connected with the station, but the owners of houses pay no ground rent, nor do they contribute anything to the expenses of the roads municipal charges, save what they voluntarily give for these purposes.

It is proposed in Mr. Thomason's minute, paragraph 14, which has received the sanction of the Governor General in Council, under date the 9th February last, as intimated to me in your communication of the 10th March following, that the Cantonment of Landour should be subject to the same municipal obligations imposed on the residents of Mussooree.

To obtain this object it will be necessary to subject the house-holders to a small land rent; and with reference to the charges at Mussooree, for these purposes I propose the following scale. It is under the Mussooree rate as an average applied to estates, but the quantity of land to each house at Landour is less than that at Mussooree.

Each house of which the rental is at present above Rs. 400 per annum—5 rupees for every beegha above 40, within such estates 2 annas per beegha

For houses renting this year for less than Rs. 400—3 rupees

For each beegha above 24 beeghas in such estates, 2 annas per beegha.

For sites on which houses are not yet built Rs. 3 to be Rs. 5 when completed, if the rent value per annum exceed Rs. 400, and 2 annas per beegha for all above Rs. 24

These rents are not liable to alteration in consequence of the rise or fall of rents. In future Rs. 5 land rent to be paid for each house or estate separately register:—  
 —2 annas a beegha being deducted from the original estate—the new Registry being liable to 2 annas per beegha for any beegha above Rs. 40.

On reference to the records sent me from Dehra I find the Government originally paid Rs. 39 for land at Landour as follows, viz:—

	Rs.
To the Rajah of Gharwal for 120—7 beegha ... ..	85
Mahant 24—12 be. ... ..	8
Karkoolas 3 be. ... ..	1
Total ... ..	<u>94</u>

Besides Rs. 28 for 25 beeghas of land at Rajpore to the Mahant.

This settlement is dated the 9th October, 1826, and appears to have received the sanction of Government.

September of the next year another settlement appears to have been made. There is no roobukaree, but a very rough sketch with an order upon it, and the zamindars have received in accordance with that settlement, viz:—

	Rs.
The Rajah for 700 beeghas ... ..	70
The Mahant, 300 " ... ..	42
The Rajpore " ... ..	25
Total ... ..	<u>137</u>

This also, I gather, received the sanction of Government.

I propose to curtail the payments on the part of Government to the zamindars

	Rs.	
The Rajah ... ..	15	to Rs. 25 per annum as per margin for the land occupied by
Mahant ... ..	10	the Barracks, Officers' Quarters, and the houses of the parties
Total ... ..	<u>25</u>	liable to exemption from land rent by reason of their being
		employed in military duties. These parties are defined by the

letter of the Commandant of the 17th March, 1841 (a copy of which is annexed).

As respects the bazar, I propose a separate arrangement altogether, viz., that each shop, the front of which opens to the principal street, should pay 8 annas per running foot per annum, and that other houses should be divided into two lists, one paying Rs. 1, the other 8 annas per annum. The zamindars to receive Rs. 25 per annum rent for the land, divided as per margin, to be paid by Government if the bazar is decided to be within Cantonments with reference to my report of the 14th April, 1842, and by the Committee if out of Cantonments.

The rent to go to the Committee for local improvements as well as  $\frac{1}{3}$  of the land rent of the estates in Cantonments. The residents will of course be properly represented in the Committee, and get a fair share of improvements.

I have not closed my settlement yet at this rate, but independent of the bazar it may yield about Rs. 700, one-third payable to the Committee, and  $\frac{2}{3}$  to the zamindars, according to the locality of each estate—a matter settled by the face of the hills in which the estate is situated and the Pancee Dhal as respects the crest of the hill.

It may strike you as a great increase to be paid to the zamindars, but it is not more than the proportion in consequence of the recovered quantity of land, which has been taken into Cantonments, compared with that specified at the beginning of this letter on the 22nd of December, 1830, where there appears to have been only 2 houses at Landour, in place of 85 at present, besides the bazar.

With respect to the unoccupied land near Landour—I propose subjecting it to the same rules as at Mussoree—I have marked off a hill leading from Jubbulkhet northward on which the road to Tehree runs. This can be used by the zamindars for grazing as at present, and when required for building purposes, can be taken, at 5 rupees a site or 2 annas a beegha if above 40 beeghas, in sufficient quantities by each person for building a house upon, with enough to render it private, the land to be

marked out by the Agent, measured, and defined as in the Register I am preparing of every estate now occupied both at Mussooree and Landour.

The increased rates caused my separate registering of sub-divisions of estates I propose should go to the Committee of public improvements, so that the sum now fixed for appropriated land will remain the same to the zamindárs.

The Agent should collect the rents, and pay the respective parties their quota.

LANDOUR: } (Sd.) F. O. WELLS,  
The 26th May, 1842. } Special Commissioner.

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Exhibit 71.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.

No. 11.

To

F. O. WELLS, Esq.,  
Special Commissioner, Mussooree.

SIR,

In reply to your letter of the 26th May, I have the honor to state that, in my opinion, the arrangements proposed by you for the assessment of the Landour Cantonment are very judicious.

2. You have mentioned in a private note to me that perhaps 8 annas a foot will be rather heavy for the poorer class of bunyaha. You can ascertain if such should be the case and modify it accordingly, or allow it to remain, but I know that every foot of land is most valuable in the bazaar, and is sold at a very high rate.

3. Your communication with my reply will be forwarded to the Sudder Board of Revenue for their consideration.

I have the honor to be,

SIR,

Your most obedient servant,

(Sd.) G. F. FRANCO,

Commissioner.

COMMISSIONER'S OFFICE,  
1st DIVISION: }  
The 28th May, 1842. }

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Exhibit 72.

REGISTER No. 14.—Correspondence from Commissioner to MR. WELLS, 1842.

No. 14.

To

F. O. WELLS, Esq.,  
Special Commissioner, Mussooree.

SIR,

With reference to your letter, dated the 26th ultimo, I have the honor to communicate the following observations by the Sudder Board of Revenue North-Western Provinces.

2nd.—The Board having already forwarded to the Government for approval your proposal to reduce the Cantonments within certain narrow limits as explained in your letter dated 10th of April last, are unable to entertain the present proposition.

3rd.—All rights over the Cantonment land at Landour and Rajpore being acquired by the Government from the Rajah, Mohunt and zamindárs, for a certain annual payment, none of these parties can make any claim to participate in any increased revenue which may be raised therefrom: so much then of the present proposal as goes to increase their profits cannot be allowed.

4A.—If the Government agree to restrict the Cantonments within the proposed limit, still no further demand for land rent can be made on the proprietors of houses hitherto considered within Cantonments. A competent authority gave them the land rent-free, and so it must remain as in all other cases where houses have been built on Cantonment lands.

5A.—Similarly also no new demand for frontage should be levied from the shops, they having been built free from any such demand under sanction of a competent authority.

6A.—But it is in the contemplation of the Government to empower the inhabitants to tax themselves for local improvements. The power will be conferred either by a local Regulation or an Act of the Supreme Government. In either event all the property excluded from Cantonments under your proposal of 10th April last will become liable to the new tax or cess so imposed.

7A.—It is true that the local funds will consist partly of the Government share of the land rent, and partly of the new tax to be levied on the inhabitants by themselves, but the two sources of revenue are perfectly distinct. To the former only certain property will be liable, and that to invariable and somewhat arbitrary amounts dependant on the hitherto irregular proceedings of the local functionaries; to the latter all will be liable on some uniform principle.

8A.—The Board hope that no delusive hopes have been held out to the zemindárs in the British territory that the present operations will go to increase their direct emoluments. The whole proceedings, as sanctioned by the Government, are based on the absence of any inherent right in them to any rents. Whatever the responsible officer of Government on the spot without due authority has erroneously assigned to them is, from consideration of the circumstances, confirmed, but no more will be given now that the error is detected. If any increase of rent is fairly demandable on the principles laid down by Government from the land now in possession of the householders, the whole of that will go to the local funds and none to the zemindárs.

I have the honor to be,

SIR,

Your most obedient servant,

(Sd.) G. F. FRANCO,

Commissioner.

COMMISSIONER'S OFFICE,  
1st DIVISION: }  
The 23rd June 1842.

Exhibit 73.

REGISTER NO. 1.—Correspondence from MR. WELLS to Commissioner, 1842.

To

G. F. FRANCO, Esq.,

Commissioner, Meerut.

SIR,

At the request of Dr. Grierson, I beg to send you a letter addressed to you expressing dissatisfaction at the assessment proposed by me.

The history of Dr. Grierson's Estate is this: part of it, known as Phoenix Lodge, is one of the oldest estates in the settlement, and has been occupied successively by Captain (now Colonel) Luard, then by Sir S. Withingham, and subsequently by General Ramsay, and it is also known as "The General's."

I enclose you a Register of this part of the estate: another portion of it adjoining it was acquired by Dr. Grierson of Major Gwatkin. I also enclose you a Register of this portion of the estate.

Dr. Grierson denies the accuracy of both these Registers; he says only the Phoenix Lodge Hospital pays any rent; the other bit he got from Major Gwatkin as "freehold" or rent free.

The Doctor has never paid any rent at all on any portion of his estate, and as far as that is concerned, has had the whole rent free.

The zemindars say some one thing some another: there are differences amongst them, and to bother one another they tell different stories. If the settlement is to be made from their assertions, and not from the Register, the latter is of no use whatever, and it will lead to endless differences. The zemindars have given the same land to more than one person on some occasions, and in other cases given pottahs or assignments, of which there are no traces in the Register; the definitions in the Register are, nineteen cases out of twenty, so very indefinite. It is impossible to trace any signs of them now.

Dr. Grierson's assessment will be in this wise.

The Phoenix Lodge Register gives him 47 beeghas for 13 rupees; the other Register gives him 31 beeghas for 5 rupees; his measurement by the late survey shows in his possession 302 beeghas, leaving 224 beeghas to assess, which at 2 annas a beegha will be Ra. 28, or altogether 46 rupees.

Dr. Grierson has laid out a large capital, has five houses on the estate, and is building two more; though he don't spend much upon land rent still he is deserving of every consideration which the most liberal interpretation of the Rules can give him.

I can, in fairness to others, however, decide in no other way than what I have done.

The Doctor has not been deprived of any possessions, but has under his own acknowledgment in his last paragraph more than he ever had before.

If the zemindars are to decide the boundary comprised in the Register there will be no end to the settlement: the measurement now nearly completed must be all done again, and the Surveyor will have to follow the zemindar while he points out the boundary he chooses to say was originally given, of which in reality they have no recollection. It was all gain to them, and they gave what people wanted, which was the top of the hills, nobody thinking of asserting a right to the slope till the builders of houses began to jostle one another, and surely 2 annas a beegha cannot be a very heavy rent on land exclusively the right of the holders.

It appears the second Register, or that in which Major Gwatkin's name appears, was divided between Mr. Ross and Major Gwatkin. I have therefore only charged the Doctor with half of the 10 rupees or 5, and given him the whole area of the Register.

LANDOOR: }  
The 23rd June, 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

Exhibit 74.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 16.

To

F. O. WELLS, Esq.,

Special Commissioner, Mussoorie.

SIR,

From Commissioner, 1st Division, to Sudder Board of Revenue, No. 225, dated 27th June 1842.

From Secretary to Sudder Board in reply, No. 202, dated 8th July 1842.

With reference to your letter of the 23rd ultimo, I have the honor to annex copy of the correspondence noted in the margin.

2nd—The copy of the register received with your letter is herewith returned.

I have the honor to be,

SIR,

Your most obedient servant,

COMMISSIONER'S OFFICE, }  
1ST DIVISION: }  
The 15th July, 1842. }

(Sd.) G. F. FRANCO,

Commissioner.

Exhibit 75.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
COPY.  
No. 225.

To  
THE SUDDER BOARD OF REVENUE,  
N.-W. P., Allahabad.

GENTLEMEN,

As I am not aware that I am vested with authority to hear an appeal from the decision of Mr. Special Commissioner Wells, I have the honor to forward, for your consideration, a letter from that Officer, dated the 23rd instant, with an original enclosure from Dr. Grierson, a large householder at Mussoorie, together with a register of some portion of his estate.

2nd—The register, I conceive, should be the standard, as no reliance after such a lapse of time can be placed on the evidence of the zemindars.

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 27th June 1842.

I have, &c.,  
(Sd.) G. F. FRANCO,  
Commissioner.

Exhibit 76.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 202.

To  
G. F. FRANCO, Esq.,  
Commissioner of the 1st or Meerut Division.

SIR,

Your letter of the 7th June, No. 225, respecting Dr. Grierson's objections to the assessment of his estate by Mr. Wells, Special Commissioner at Mussooree, having been laid before the Sudder Board of Revenue, N.-W. P., I am directed to inform you, in reply, that the orders of Government have fixed the register as the criterion of right, and there does not seem to be any ground for impugning the fairness and justice of Mr. Wells's proceeding in this case.

2nd—You should not, the Board observe, decline to receive the representation of any parties dissatisfied with Mr. Wells's arrangement, and should either pass orders on them yourself or refer them to the Board, if you entertain any doubt on the subject.

I have, &c.,  
SUDDER BOARD OF REVENUE,  
N.-W. P., ALLAHABAD:  
The 6th July, 1842.

(Sd.) H. M. ELLIOT,  
Secretary.  
(True copy.)  
W. KELLY,  
Head Clerk.

Exhibit 77.

REGISTER No. 2.—Correspondence from MR. WELLS, Commissioner, 1842.

To  
G. F. FRANCO, Esq.,  
Commissioner, Meerut.

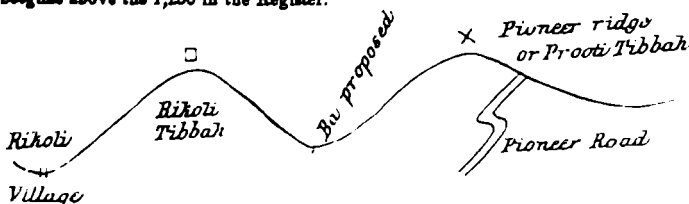
SIR,

I have the honor to acknowledge the receipt of your letter of the 17th instant, conveying the Board's orders respecting the estate of Colonel Evreast at Hatespaon called the Park.

The Board's orders shall be carried into effect, and the Colonel be left in possession of the land he now holds, a rent being put upon the difference between the number of beghas in the register and that now under measurement.

I suppose as the land is some distant from the station of Mussooree, and as there is a paucity of water in that quarter rendering the land not so valuable as in Mussooree, that 1 anna or 1½ annas per beegha will be sufficient assessment.

I beg at the same time to exonerate myself from the apparent inattention to the orders of the Board in having recommended for resumption land which appears in the register, by stating that the Panee Dhal or ridge, called Rikoli, is the hill or tibbah on which the house stands, and the Panee Dhal objected to by me as a boundary is the ridge of another line of hills altogether, viz., that on which the Pioneer Road runs, called Moolti tibbah. The area and boundaries entered in the Register would be comprised in the land I proposed to leave the Colonel in possession of; and 1,486 beeghas above the 1,250 in the Register.



This is the section of the Park estate; the Rikoli tibbah is one tibbah; the Pioneer Road tibbah another tibbah with a khud between—the khud between, I proposed as the boundary.

I make not this reference with a view to alter the decision of the Board, which no doubt must be for the best, but with a view of exculpating myself from a gross absurdity and inattention to orders in appearing to have referred, for your orders and those of the Board, a point settled by the letter of my instructions.

With respect to Newlands, or Captain Leeson's estate, the history of it is this: The land belonged originally to Captain Cooper and Major Van Courtland. Captain Cooper built a house on it which was burnt down.

Captain Leeson bought the estate for Ra. 500 and has now got possession both of Captain Cooper's portion and Major Van Courtland's—the latter lapsed on non-payment of rent for several years. The measurement in the register is 900 beeghas; I beg to send a copy of it. The measurement by the Surveyor now comprises 2,198 beeghas. Captain Leeson has two other estates here also, on one of which he has laid out no money: the one is called White Park forest: the register of this comprises 15 beeghas, the measurement 154. The third estate is called Oak Groves: registered area, 300, measurement, 1,286 beeghas; on this there is a bungalow.

I stated before, that Captain Leeson has been absent with his Corps with the Army of the Indus since the war commenced in that quarter, and I have heard that previous to his departure he was in bad health, incapacitated from superintending the laying out of money in building houses, &c.

LANDOUR:  
The 25th June, 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

Exhibit 78.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 17.

To

F. O. WELLS, Esq.,  
Special Commissioner for Settlement of Mussooree.

SIR,

With reference to your letter of the 24th ultimo respecting the settlement of certain estates, I have the honor to inform you that the Sudder Board of Revenue

observe that you are at liberty to reduce the assessment on land in excess of the registered grant either at the Park or any other place where you think the usual rate of two annas a beegha excessive.

2nd.—The Board are well aware that you by no means intended to disregard the principles laid down by the Government in your award in this case. At the same time they observe that when the register mentioned a ridge as the boundary of an estate, you proposed a ravine. If the question lay between two ridges which included a large space of ground between them, there cannot be much doubt whether the ridge meant that on which the house itself is situate, or the distant one which had uninterruptedly from the time of registry been considered the boundary.

3rd.—In the register of Captain Leeson's estate of Newlands the Board observe that boundaries are given as well as area. If the boundaries can be recognized, and possession has extended to them, they should be upheld, otherwise Captain Leeson's agent should be called upon to make his option between giving up the superfluous ground or paying for it a fair rent, not exceeding two annas a beegah.

4th.—The Board further remark that the same course should be observed regarding Oak Groves. White Park forest would not appear to be claimable under the rules; but the peculiar circumstances which have prevented Captain Leeson from occupying this grant may fairly be taken into consideration and the estate be left in his hands on his paying up the arrears due and agreeing to a fair rent hereafter.

I have the honour to be,

SIR,

Your most obedient servant,

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 23rd July 1842.

}

(Sd.) G. F. FRANCO,

Commissioner.

Exhibit 79.

REGISTER No. 1.—Correspondence from MR. WELLS to Commissioner, 1842.

To

G. F. FRANCO, Esq.,

Commissioner, Meerut.

SIR,

I have the honor to acknowledge the receipt of your letter of the 23rd instant, conveying the Board's orders in the settlement of Landour. As in the last paragraph of Mr. Thomson's minute enclosed in the Board's letter of the 24th December 1841, it is proposed to render all property within the Cantonment of Landour liable to the same municipal obligations as is imposed on the residents at Mussooree, I thought land rent was included, and therefore proposed a tax: as I am wrong I beg for your instructions and the Board's orders on the following points.

By the annexed map you will perceive that the quantity of land hired by Government from the Rajah and Mahunt, who own the whole of the Landour Hill on both sides, from top to base, is 1,000 beeghas in consideration of receiving Rs. 100 per annum: now the land comprised in the several estates far exceeds this quantity of land; if therefore the land is not to be taxed I request to know how the Rajah and Mahunt are to be remunerated, or whether the land is to be taken from them for nothing.

You state in your 4th paragraph that a competent authority gave the land rent free to the parties who have built in Cantonments. I take leave to question this assertion. The land built upon at Landour has in some cases been given to the original holders by the Commanding Officer, in some cases not, and in only one



one which has come under my observation has the grant been sanctioned by the Officer Commanding the Division,—a necessary contingency to a legal holding in Cantonments. I don't mean by this to dispute the right of the present proprietors, or the expediency of confirming the grants. I only defend my proceedings on the score of legality which you contest. Moreover, on the abolition of a Cantonment? I believe land becomes again liable to assessment; why not so at Landour? The house-holders being free from the arbitrary rule respecting the sale and occupation of houses necessarily imposed on a Cantonment would willingly pay a small land rent on being exempted from such Military laws. It does not much signify whether the Government impose the tax, or whether the people tax themselves, but this objection strikes me, that the Mussooree landholders will have to pay the land tax, besides the self-imposed tax, whereas the Landour holders will be exempt from the former.

I have held no delusive hopes to the zemfodárs as I can give or take nothing unless sanctioned by the Board. The zemfodárs, Mahunt and Rajah, have been narrowly watching my proceeding, and as the Rajah acknowledges the rights of his zamfodárs, and we stand as respects our Hill possessions in *loco* Rajah, I dare say the zemfodárs have some well-grounded hope that they will get from the British Government what they would not have been denied under a native one.

With respect to Mussooree, a question arises as to whether I am to consider the measurement in the register as my guide in making the assessment for the surplus held by the landholders, or whether I am to let what the landholders consider their original rights by the Register to form the quantity of land covered by the present payment and noted in the Governor General's Agent's records.

All without exception (except the compound of the Mussooree Church) have much more land than the Register specifies, varying from 20 per cent. to 800 per cent. Take Major Gwatkin's estate as a specimen, and please to let me know your orders on the point. I enclose a copy of his Register. It originally comprised three beeghas and a half, *viz.*, the flat part of the top of the hill on which the big house, formerly Mr. Graham's, then Mr. Hutchinson's, was built. It now comprises 255 beeghas, and stretches from the Kiarkooli slope on one side to the bottom of the khud on the other, where it joins the foot of the Landour Hill and the present boundary of Cantonments. Is this difference liable to assessment or not? If not, whose assertion am I to take for the quantity comprised in the Register,—the landholder, the tenant, the Mahunt, the zemfodár, or my own—the Register measurement? A part is in Champaree, a rent free mouzah of the "Mahunt's" and a part in Kiarkooli village under our Government. Major Gwatkin pays 8 rupees at present for the estate on which are 3 houses, which he has divided into separate estates. If he is to be assessed at 2 annas a beegha for the surplus, his rent will be 30 rupees for the Oaks, and 5 rupees for his two other estates, Oakbank and Aisons, as I have made no register less than 5 rupees as it is not worth while collecting a less amount from each separate Register.

I may add that the Surveyor, Major Browne, reports it impossible at this season to send his people down the khuds to follow the zemindars (if they can go, which I doubt), to measure each man's boundary as pointed out by them. If, however, you or the Board determine that the zamfodárs, and Mahunt, and Rajah, are to determine the land comprised in the Register, I will make an approximate estimate at the proportion it forms of the whole estate, and assess accordingly at 2 annas a beegha for the surplus. I cannot do much wrong to any party, and a native accustomed to it can generally make a pretty good estimate by the eye. If, however, this is put in force the Registers may be entirely laid aside at once, for nobody disputes the possession of parties to certain estates; the quantity of land is the only point at issue.

There are boundaries mentioned in some of the registers as well as the quantity of land, but those are so very loose and indefinite it is impossible to follow them. An oak tree, the slope, a rock, such and such a but no longer in existence,

or any trace of it, which can give me no trace of the original limits, for oaks, slopes and rocks are as numerous as disputes were before I settled the boundaries: now they are all satisfactorily adjusted.

The assessment being the only part yet to be determined, a point also easily settled when I know the principle the Board wish me to pursue.

LANDOUR: } (Sd.) F. O. WELLS,  
27th June, 1842. } Special Commissioner.

Exhibit 80.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 19.

To

F. O. WELLS, Esq.,  
Special Commissioner for the Settlement of Mussooree.

SIR,

With reference to your letter of the 27th of June last regarding the assessment of the Cantonment land at Landour, I have the honor to annex, for your information and guidance, copy of a letter to my address from the Secretary to the Sudder Board of Revenue, N.-W. P., dated the 26th ultimo, No. 220.

2nd.—The enclosures of your letter are herewith returned.

I have the honor to be,

SIR,

Your most obedient servant,

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 2nd August, 1842. }

(Sd.) C. F. FRANCO,  
Commissioner.

Exhibit 81.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.

COPY.

No. 220.

To

G. F. FRANCO, Esq.,  
Commissioner of the 1st Division, Meerut.

SIR,

I am desired to acknowledge the receipt of your letter No. 233, dated the 1st instant, with its enclosures.

2nd.—In order to arrive at what appears a correct view of the case in which orders are required, the Board request the attention of the Special Commissioner to the following observations:—

3rd.—When the Government take lands for Cantonments, a certain area is measured off and compensation given to the zamindars or proprietors, whoever they may be. This compensation covers all claims of the proprietors so long as it continues to be paid. The Government may subsequently give up part of the land either to the proprietors or to other parties. If to the proprietors, compensation ceases for the part so relinquished. If to other parties, it then becomes a question between the Government and those parties how the compensation should be made good; but the proprietors have no concern in the matter.

4th.—At Landour a certain portion of land was measured off by the local functionaries and compensation given for it, which has been uninterruptedly paid

and sentences to be so. The local Commissioner, under the powers given to him, marks off the boundaries of the land thus assigned and occupied by the Government, declares it to be larger than is necessary, and proposes the relinquishment of a part of it to the station.

5th.—Thus far the Board have concurred with him, and recommended his proposal for confirmation.

6th.—But it is now asserted that Government have had much more in their possession than they ought to have, that the part which is now proposed for relinquishment constitutes the excess, and that further compensation is therefore due to the real or alleged proprietors.

7th.—If the land was rightfully in Cantonments, compensation has already been made to the proprietors; and as the Government does not intend to restore the land to them, the question regarding the payment of this compensation lies between the Government and the present occupants.

8th.—But if the land was wrongfully in Cantonments the prior demarcation of boundary was erroneous, and it must be explained how an usurpation took place to which the Government could have been no party, and in which the proprietors themselves appear entirely to have acquiesced.

9th.—In private grants also the Commissioner seems to look only to the number of registered beegahs, and to throw out of consideration the recorded boundaries. Now it is very conceivable that a loose and somewhat arbitrary settlement of area may have been made in that rugged country, whilst the registered contract was meant to cover a much larger superficial surface. The proprietor may have conveyed over, and the grantees have *bona fide* acquired, an exclusive right to much more than the mere number of superficial beegahs stated. This would in general be apparent from the recorded boundaries.

10th.—It has already been shewn that in the case of Colonel Everest's estate at Hateepon, no reference was made to the recorded boundary. The same was the case with regard to Newlands, and the Board cannot but apprehend that the same be the case with regard to Major Gwatkin's estates now under reference. Whatever be the number of recorded beegahs, the column of remarks shows that the property extended to such and such points, which must be in some degree ascertainable, and up to which all should be held to be covered by the original contract.

11th.—The Board desire me to call your attention to these circumstances, and to request that you will point out to Mr. Wells that it is not desirable to fix the demand for ground rent too strictly with reference to the registered area. When boundaries are mentioned, and the land occupation agrees generally with them, and no objection has been raised by the original proprietors, the grant should be upheld as it stood.

12th.—Where no boundaries are mentioned, liberal allowance should be made according to an equitable rate assumed in those cases where both boundaries and area are given.

13th.—All clear usurpations beyond the terms of the register must of course be brought under assessment as proposed.

14th.—In all cases it should be borne in mind that the basis to be assumed is, that contracts fairly entered into and voted upon should be maintained, and that the object in view is not so much to raise an increased revenue from land-rent as to give secure titles, and empower the holders of land to tax themselves.

15th.—The Board would only further remark that if the enforcement of these principles involves any revision of the work already completed, it will only affect the terms on which grants are hereafter to be held, and by no means the extent or limits of the grants themselves. The familiarity which Mr. Wells must have already attained with the general features of these cases will enable him immediately to discover where any alteration is necessary, and to what extent.

The enclosures of your letter are herewith returned.

I have, &c.,

CHIEF CLERK TO REVENUE, N.-W. P.,  
 DISTRICT OF ALLAHABAD:

(Sd.) H. M. ELLIOT,

Secretary.

The 26th July, 1842.

(True copy.)

W. KELLY,  
 Head Clerk.

Exhibit 82.

REGISTER No. 1.—Correspondence from Mr. WELLS to Commissioners, 1842.  
 To

J. F. FRANCO, Esq.,  
 Commissioner, Meerut.

SIR,

I have the honor to submit a bill for your sanction for the cost incurred in making pukka boundary pillars to define the bazars at Jerrapane and Hatepaon.

LANDOUR: }  
 14th July, 1842. }

(Sd.) F. O. WELLS,  
 Special Commissioner.

Exhibit 83.

REGISTER No. 2.—Correspondence from Commissioner to Mr. WELLS, 1842.  
 No. 15.

To

F. O. WELLS, Esq.,  
 Special Commissioner, Mussooree.

SIR,

In reply to your letter of the 14th instant, I have the honor to sanction the disbursement of rupees 76-8-0 for making 17 pukka boundary pillars to define the bazars of Jerrapane and Hatepaon, at rupees 4-8 each.

I have the honor to be,

SIR,

Your most obedient servant,

COMMISSIONER'S OFFICE,  
 1st DIVISION:  
 The 18th July, 1842. }

(Sd.) G. F. FRANCO,  
 Commissioner.

Exhibit 84.

REGISTER No. 1.—Correspondence from Mr. WELLS to Commissioners, 1842.  
 To

G. F. FRANCO, Esq.,  
 Meerut.

SIR,

I have had the honor to receive your letters and enclosures of the 22nd ultimo and 2nd instant, and with reference thereto, to report that I shall proceed immediately to make the assessments on the holdings at Mussooree on the principles laid down for my guidance.

Where boundaries are mentioned, and are still ascertainable, they are of so vague a nature that they form little or no guide to the quantity of land but I shall in all cases afford the holders the most liberal interpretation which I can place upon them, and put the smallest assessment on the difference; for instance, a favourite description in the Register is the *dhad-tibba* this I take to mean the slope of the hill, but does it mean the top of the slope, or the middle, or the bottom of it?

This small assessment will meet the liberal intentions of the Board of Revenue, and although it will yield little proceeds to make over to the local Committee, the residents will be enabled shortly to tax themselves—at present the efforts of the Committee are paralyzed by the house owners not being willing to pay any tax on any account which is not compulsory: they find their houses let, whether there is a good or bad road to them, and while the demand is so ready, they don't wish to incur any expense which they can avoid: this evil will remedy itself by and by as the number of houses increase.

The Government donation for this year has been withheld as the residents have not paid their quota.

It strikes me that the local Committee is not sufficiently popular, and does not possess the confidence of the public: they ought to have gone out of office last May, and have called a meeting of the house-holders to elect another Committee and hear an account of their past stewardship.

This point, however, is somewhat foreign to my duties, and I merely mention it for your information, as I know you take a warm interest in all which concerns the welfare of this sanitarium.

With regard to the Cantonments, I believe I have come to a satisfactory settlement with the officer in Command.

It is as near the former boundary as I can well make it, cutting off whole estates instead of dividing them, and thereby leaving portions in and portions out of Cantonments.

I beg to send you a copy of my letter to the Commanding Officer detailing the boundaries proposed.

The estates left out of Cantonments will be liable to a rent— $\frac{1}{2}$  given to the landlord, the Mahunt, and  $\frac{1}{2}$  to the local Committee. The estates of Captain Cantley, Major Rochfort and Captain McKie, already pay a rent, and the assessment will be liable only to revision under the orders for my guidance. Mr. Connolly's estate is partly out of Cantonments, but has never paid any rent.

The whole will now be liable, but as the land is very precipitous and affords no means of extending the productiveness of it by cultivation, or by building, the lowest rate will meet the exigency of the case.

I may add that an assessment will be most gladly paid by the owners, as they, in common with all the rest of the residents of Cantonments, would gladly be out of the liase of demarcation.

The General's letter to your address of the 30th June unwittingly misleads you in stating that property would be depreciated by being out of Cantonments. I believe the direct contrary to be the fact, as I do of nearly all the propositions taken by that gallant officer, who wrote, however, in entire ignorance of the state of the case, as he had never visited the sanitarium at the time he wrote, and could not possibly be informed, so as to be a proper guide to Government in the selection of the boundaries of Cantonments.

In the present boundary of Cantonments I have been guided by the advice and knowledge of Colonel Young, who pointed out to me what was the original boundary, viz., on the south side a line from the spring to the south of the bázár to the hospital, two points not visible one from the other: this, if enforced now, would cut off half the bázár, and divide several estates, which is by no means advisable, and the line goes over hill and dale without reference to natural boundaries, and it would take no end of pillars to define, if it could be done at all. It is better, too, that the whole of the bázár should continue under one authority. My opinion, for reasons assigned, favours the Agent at Dehra, but as the Government have ruled otherwise, no doubt for good and sufficient reasons, it does not become me to reiterate my sentiments.

LANDOUR: }  
11th August, 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

## Exhibit 85.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 20.

To

F. O. WELLS, Esq.,  
*Special Commissioner for the Settlement of Mussooree.*

SIR,

I have the honor to request that in acknowledging the receipt of my letters, or in any reference you may make to them, you will quote the numbers as well as the dates.

2nd.—In your communication of the 6th instant, you refer in your first paragraph to my letters of the 22nd July and 2nd August, which I imagine is a mistake, as the letters alluded to appear to be No. 18 of the 27th July and No. 19 of the 2nd instant.

I have the honor to be,  
SIR,  
Your most obedient servant,

COMMISSIONER'S OFFICE,  
1ST DIVISION: }  
The 10th August 1842. }

(Sd.) G. F. FRANCO,  
*Commissioner.*

## Exhibit 86.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 22.

To

F. O. WELLS, Esq.,  
*Special Commissioner, Mussooree.*

SIR,

With reference to your letter of the 6th ultimo, I have the honor to forward for your information copy of my address to the Sudder Board of Revenue, N.-W. P., dated the 10th ultimo, No. 291, and the orders of the Board in reply, dated the 23rd idem, No. 256, with its enclosure.

2nd.—Your communication of the 13th ultimo, with my reply dated the 22nd idem, No. 303, has been submitted for the information of the Board.

I have the honor to be,  
SIR,  
Your most obedient servant,

COMMISSIONER'S OFFICE,  
1ST DIVISION: }  
The 6th September, 1842. }

(Sd.) G. F. FRANCO,  
*Commissioner.*

## Exhibit 87.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
COPIES.  
No. 291.

To

THE SUDDER BOARD OF REVENUE,  
*N.-W.-P., Allahabad.*

GENTLEMEN,

With reference to your orders Nos. 205 of the 12th ultimo and 234 of the 2nd of August, the contents of which latter communication had been previously furnished to Mr. Wells, on a direct intimation from Government of their orders, I have the

honor to forward in original from Mr. Special Commissioner Wells, at Mussoorie, a letter dated the 6th instant with its enclosure.

2nd.—Your instructions regarding the assessment will be carefully attended to.

3rd.—The revision of the Landour Cantonment appears now to be unobjectionable, as it has been defined with the concurrence of the Officer Commanding the Depot in the manner suggested by the General Officer Commanding the Division.

4th.—I am afraid that the Local Committee are not working well, but it is impossible for me to carefully superintend their operations at such a distance from the spot. Previous to the receipt of this communication from Mr. Wells, I had called on the Committee, through the Political Agent of Dehra Doon, to furnish me with an account of their last year's proceedings, and to report whether a new Committee had been formed on the 1st of May.

5th.—The Government also have taken the subject into consideration, and have called for information on several points connected with the interest of the sanitarium.

6th.—If the Bye-Laws were passed all the rules could be enforced.

I have, &c.,

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 10th August, 1842.

(Sd.) G. F. FRANCO,  
Commissioner.

Exhibit 88.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 256.

To

G. F. FRANCO, Esq.,

Commissioner of the 1st or Meerut Division.

SIR,

I am directed by the Sudder Board of Revenue, N.-W. P., to return the original enclosure received with your letter No. 291, dated 10th instant, and in reply to forward for your perusal copy of the letter which the Board have addressed to Government on the subject of Landour Cantonment boundary.

2nd.—The Board observe that the constitution and working of the Local Committee is a question with which they have no concern, and which they would prefer excluding from their correspondence.

I have, &c.,

SUDDER BOARD OF REVENUE, N.-W. P.,  
ALLAHABAD:  
The 23rd August, 1842.

(Sd.) H. M. ELLIOT,  
Secretary.

Exhibit 89.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 419.

To

R. N. C. HAMILTON, Esq.,

Secretary to Government, N.-W. P., Agra.

SIR,

With reference to the order of Government, No. 1274, dated 22nd ultimo, I

am directed by the Sudder Board of Revenue, N.-W. P., to forward, for the perusal of His Honor the Lieutenant-Governor, the correspondence noted in the margin respecting the settlement of the boundaries of the Depot at Landour.

Sudder Board to Commissioner of Meerut, dated July 28th, 1842, extract paras. 1 to 8.  
Do do dated 2nd August, 1842, Commissioner in reply dated August 10th, 1842, extract paragraphs 1 and 3, with extract of Mr. Wells's letter and its enclosure to Major Berrill.

2nd.—The Board trust that this correspondence will be considered to have satisfactorily adjusted the question. The land within the Depot will remain subject to such rules as the Military authorities see fit to enforce. The paragraphs which the Board have excluded from the correspondence have reference to other subjects with which they see no reason to trouble the Government at present.

SUDDER BOARD OF REVENUE,  
N.-W. P., ALLAHABAD:  
The 23rd August 1842.  
(True copy.)  
(Sd.) H. M. ELLIOT,  
Secretary.

I have, &c.,  
(Sd.) H. M. ELLIOT,  
Secretary.  
(True copies.)  
W. KELLY,  
Head Clerk.

Exhibit 90.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 25.

To

F. O. WELLS, Esq.,  
Special Commissioner, Mussoorie.

SIR,

In continuation of my predecessor's letter No. 22, dated the 6th ultimo, I have the honor to forward for your information copy of the order of Government No. 1692, dated the 28th idem, on the subject of the settlement of boundaries at Landour.

I have the honor to be,  
SIR,  
Your most obedient servant,

COMMISSIONER'S OFFICE,  
1st DIVISION:  
The 21st October 1842.

(Sd.) A. P. BEGBIE,  
Offg. Commissioner.

Exhibit 91.

REGISTER No. 2.—Correspondence from Commissioner to MR. WELLS, 1842.  
No. 1692.

To

H. M. ELLIOT, Esq.,  
Secretary, Sudder Board of Revenue, N.-W. P., Allahabad.

SIR,

I am directed to acknowledge the receipt of your letter, dated the 23rd ultimo, forwarding correspondence respecting the settlement of the boundaries of the Depot at Landour.

2nd.—In reply I am desired to express His Honor's entire satisfaction with the mode, in which it appears from the correspondence the matter has been adjusted, and his approval of the boundaries which have been marked out.

3rd.—Care must, however, be taken that these boundaries be accurately defined by landmarks of a durable nature; His Honor hopes that a further report may soon be received on the subject of boundaries generally from the Special Commissioner.

I am, &c.

AGRA:  
The 28th September, 1842.  
(True copy.)  
W. KELLY,  
Head Clerk.

(Sd.) R. N. C. HAMILTON,  
Secy to Government, N.-W. P.  
(True copy.)  
(Sd.) H. M. ELLIOT,  
Secretary.



Exhibit 92.

REGISTER No. 1.—*Correspondence from Commissioner to Mr. WELLS, 1842.*  
To

G. F. FRANCO, Esq.,  
*Commissioner, 1st Division, Meerut.*

SIR,

With reference to my letter of the 6th instant, respecting the boundary of Cantonments, I have the honor to transmit copy of a letter from Major Berrill, Commanding the Station of Landour.

If the Commander-in-Chief is disinclined to allow any alteration of the boundaries of Cantonments, I suppose we must try and draw a line from the hill in the bazar to the hospital, which will be a work of no small difficulty, and leave a great portion of the bazar out of Cantonments.

I strongly recommend the adoption of the limits I have detailed in my communication alluded to in this letter.

A great portion of the north side of the Landour Hill will be out of Cantonments also, and be the source of constant botheration with the Agent at Dehra between the grass and wood-outters of those out and those in Cantonments.

LANDOUR: } (Sd.) F. O. WELLS,  
13th August, 1842. } *Special Commissioner.*

Exhibit 93.

REGISTER No. 1.—*Correspondence from Mr. WELLS to Commissioner, 1842.*  
*Letter from MAJOR D. BERRILL, Commanding Landour, to F. O. WELLS, Esq.,*  
*Special Commissioner.*

No. 326.

*Landour, 12th August 1842.*

SIR,

Under instructions from His Excellency the Commander-in-Chief, as conveyed to me by letter received this day from the Quartermaster-General of the Army, I have been directed, in reference to previous orders of the Governor-General under dates the 5th March 1835 and 12th September 1836, to permit of no alteration or limitation of the extent of the Cantonment of Landour without the sanction of Government being obtained, upon the recommendation of His Excellency through the proper channel, viz., the Quartermaster-General's department.

Consequent to this order the arrangement suggested by you a few days ago must be considered null and void, until a reference shall have been made from Government to His Excellency through the prescribed channel.

I have the honor to be,

SIR,

Your most obedient servant,

D. BERRILL, MAJOR,

*Commandant, Landour.*

Exhibit 94.

REGISTER No. 2.—*Correspondence from Commissioner to F. O. WELLS, Esq.,*  
*1842.*

No. 21.

To

F. O. WELLS, Esq.,

*Special Commissioner, Lucknow.*

SIR,

In reply to your letter of the 13th instant, I would suggest as the Commanding Officer and yourself are both agreed regarding the expediency of the boundary

described in your letter of the 6th instant; that an application be made by Major Barrill through the prescribed channel for the sanction of Government to the alterations proposed.

I have the honor to be,  
SIR,  
Your most obedient servant,

COMMISSIONER'S OFFICE,  
1st DIVISION:  
The 22nd August, 1842.

(Sd.) G. F. FRANCO,  
Commissioner.

Exhibit 95.

REGISTER No. 2.—Correspondence from Commissioner to F. O. WELLS, Esq.,  
1842.

No. 23.

To

F. O. WELLS, Esq.,  
*Special Commissioner, Mussoorie.*

SIR,

I have the honor to inform you that the Sudder Board of Revenue, N.-W. P., in orders dated the 6th instant, No. 276, approve of the suggestion contained in my letter No. 21, dated the 22nd ultimo, to your address.

I have the honor to be,  
SIR,  
Your most obedient servant,

COMMISSIONER'S OFFICE,  
1st DIVISION:  
The 12th September, 1842.

(Sd.) G. F. FRANCO,  
Commissioner.

Exhibit 96.

REGISTER No. 1.—Correspondence to Commissioner from F. O. WELLS, Esq.,  
1842.

To

G. F. FRANCO, Esq.,  
*Commissioner, 1st Division, Meerut.*

SIR,

I have the honor to submit a letter from Mr. Robert Parry, O. J., enclosing a memorial from himself and others respecting the tenures at Mussoorie, both in original.

The memorialists pray that the holdings of the present proprietors may be strictly confined to their registered quantities of lands, and that all the rest may be put up to public competition for sale by auction.

The Board have ruled that every one shall be entitled to whatever he is in possession of, and the Board and you are aware that each party has possessed himself of whatever land lies between his own house and his neighbour's boundary.

To find out the exact boundary described in the old register I hold to be impossible, and to confine the present proprietors to the rukhs therein mentioned after having held possession of much more, undeputed, for so long a time would be unjust.

I see no relief to the memorialists without doing some injustice to present proprietors. In some few cases the old boundaries are recognizable, and a compo-

be confined to their registered quantity; but in other cases you can't say this or that exact line is the boundary, and the only way to prevent injustice to the many is to give all their present holdings, assessing what is palpably more than their registered right. You may say this more must be ascertained to be assessed, but I answer that the circumstance of their having more is certain, and where that exact more is I can't say, though I can assert—certainly if the present proprietor is asked, he will say it is very low down the khud, and not available for building on.

LANDOUR: }  
18th August 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

Exhibit 97.

REGISTER No. 2.—Correspondence from Commissioner to F. O. WELLS, Esq.,  
1842.

No. 24.

To

F. O. WELLS, Esq.,  
Special Commissioner, Mussooree.

SIR,

I have the honour to forward for your information copy of a letter from the Secretary to the Sudder Board of Revenue, No. 297A, under date the 20th ultimo, communicating the opinion of the Board on the subject of the memorial submitted with your letter to Mr. Franco's address, under date 13th August last, and you are requested to make the same known to the memorialists.

2nd.—The original enclosures, which accompanied your letter, are herewith returned, copies having been taken for the use of this office.

I have the honor to be,

SIR,

Your most obedient servant,

COMMISSIONER'S OFFICE, }  
1ST DIVISION: }  
The 6th October, 1842. }

(Sd.) A. P. BEGBIE,  
Offy. Commissioner.

Exhibit 98.

REGISTER No. 2.—Correspondence from Commissioner to F. O. WELLS, Esq.,  
1842.

COPY No. 297A.

To

G. F. FRANCO, Esq.,  
Commissioner of the Meerut Division.

SIR,

I am desired to acknowledge the receipt of your letter No. 314, dated 3rd instant, forwarding a letter from the Special Commissioner at Mussooree and memorial from certain parties in that settlement, and in reply to inform you that the Sudder Board concur with you in opinion that the suggestion of the memorialists cannot now be acted on, and request that intimation may be given to them accordingly.

2nd.—The original enclosures of your letter are herewith submitted.

SUDDER BOARD OF REVENUE, }  
N.-W. P., ALLAHABAD: }  
The 20th September, 1842. }

I have, &c.,

(Sd.) H. M. ELLIOT,  
Secretary.

(True copy.)

W. KELLY,  
Head clerk.

## Exhibit 99.

REGISTER No. 1.—Correspondence from F. O. WELLS, Esq., to Commissioner,  
1842.

To

G. F. FRANCO, Esq.,  
Commissioner, Meerut.

SIR,

To enable me to fulfil the orders of the Board, I request your sanction to expend Rs. 245 for 70 minaras at Rs. 3-8-0 each, to define the boundaries of the settlements of Landour, Mussooree, including Jabberkhet, Budraj and Rajpooor.

These 70 minaras will, of course, only define the boundaries where no natural definition exists. Where there is a water-course or a ridge of a line of hills, the map and the natural objects are sufficient, but where the boundaries do not extend to the bottom of the hill, or where they cross hills, it is desirable to erect pillars to prevent future disputes.

They are in course of erection, and I hope to see them concluded before I go down.

LANDOUR: }  
10th September, 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

## Exhibit 100.

REGISTER No. 1.—Correspondence from F. O. WELLS, Esq., to Commissioner,  
1842.

To

A. P. BEGBIE, Esq.,  
Officiating Commissioner, Meerut Division.

SIR,

A Mr. Harris of Colonel Everest's office, proposes to take the Gbargly Hill near and south-west of Rajpooor, called Pheestha Tibbah, for the purpose of converting it into a Farm for the supply of the Station of Mussooree with the produce of it.

This hill may contain about 2,000 beeghas, but it has not been measured separately, and I cannot say exactly what the area is, but I am not far out in stating from 1,800 to 2,000 beeghas.

Mr. Harris seems willing to agree to any terms the Board may think proper to ask.

The place is partly covered with earth and partly rock without any earth at all upon it, and the whole is more or less covered with jungle of a low scrubby description.

The hill is used at present for making bricks and burning lime, and is open to all the world to use its contents and produce for nothing.

Now I don't think it would be advisable to grant the lease to any person merely with a view of allowing a monopoly of the use and preparation of these articles on this hill, but if Mr. Harris is inclined to convert an almost useless hill into a cultivated farm, there would be much advantage in granting a lease. I would therefore propose that Mr. Harris should be allowed the grant of 1,000 beeghas in one bit or lot at 1 anna a beegha for 5 years, and 2 annas for 15 years subsequent to that period for every beegha in his grant capable of cultivation.

The first 5 years' rent would be at the rate of 62 rupees per annum, and the rent of the subsequent years would be according to the number of beeghas capable of cultivation. If this succeeded, I have little doubt that the whole hill would be brought into cultivation, and what is now jungly waste and a nuisance to the neighbourhood from the number of leopards and bears that find refuge there, would be a source of profit and advantage to the community and individuals.

Mr. Harris wishes to erect a house there at once, and I have allowed him to do so on the understanding that he is liable to any rent the Board may think proper to impose, assuring him of the same liberal treatment which all the claimants in the bills have found at their hands.

I have made a special report upon this, as this bill can hardly be considered in the Station of Mussooree, but rather in that of Rajpore, and more connected with the Doon than with the sanitarium. It is, however, within the space taken by me into the boundaries of the sanitarium.

LANDOUR :  
27th September 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

Exhibit 101.

REGISTER No. 2.—Correspondence from Commissioner to F. O. WELLS, Esq., 1842.  
No. 27.

To

F. O. WELLS, Esq.,  
Special Commissioner of Mussooree.

SIR,

With reference to your letter of the 27th ultimo, I have the honor to acquaint you that the Sudder Board, in orders under date 14th instant, intimate that the better course would be to proceed under paragraph 11 of their letter dated February 4th, 1842. The Hill, being included within the station boundaries, may be divided into several lots or held as one and put up to auction bearing a rent of 2 annas a beegab. The land will then become the absolute property of the purchaser so long as he pays the rent, and may be appropriated by him in any way he thinks fit.

I have, &c.,

COMMISSIONER'S OFFICE, }  
1st DIVISION : }  
The 28th October, 1842. }

(Sd.) A. P. BEGBIE,  
Offg. Commissioner.

Exhibit 102.

REGISTER No. 1.—Correspondence from F. O. WELLS, Esq., to Commissioner, 1842.

To

A. P. BEGBIE, Esq.,  
Officiating Commissioner, Meerut.

SIR,

I have the honor to submit a Register showing the result of the settlement of Mussooree, Hateepoon, Budraj and Jubberkhet.

I have been in such constant communication with your office on the subject of this settlement that the principles I have adopted in preparing it are already familiar to you.

The basis on which the greater part of the tenures rest in this sanitarium is an irregularly and loosely drawn up Register of the holdings of the several proprietors.

This old Register is in Hindi and Persian, the one being a translation and copy of the other. It appears to have been commenced on the 5th of July 1829, previous to which, or for about 3 years, there seems to have been no record of the estates then in existence.

This Register purported to contain the area, boundaries, rent and name of the proprietor of each estate, but in many cases it contained only the name of the proprietor and the rent paid, and in none did the boundaries agree with the area on the record.

The Board decided that the most liberal interpretation should be given to the old Register in favour of the proprietors, and I accordingly have allowed each to

retain at his former rent the land, however much more it may be than the area in the Register, which I can find in the boundary so indefinitely described in the old Register.

There is little or no ground that is fit for building and that has not been claimed by one party or another, and the boundaries are so loosely described in the old Register that the most liberal interpretation will allow of almost any amount of land being taken possession of under them.

The orders were to assess, at from 1 to 2 angas per beegha, land in excess of the registered holding, but the boundaries in the Register having been my guide, and these being very indefinitely described, it became impossible implicitly to fulfil these orders, and to say the old boundaries went just so far, and no further. To illustrate this I beg to state that in a very great number of cases the boundary in the old Register is stated to be the *dhal-i-tibba*, the slope of the hill—this may mean the top, the bottom, or the middle of the slope: the most liberal interpretation is the bottom, and to the bottom all the proprietors have gone.

However, the Board remark that their object is not to raise an increased rent from the proprietors, but to give stability and increased value to property held hitherto under a very questionable tenure, allowing the proprietors to tax themselves for all municipal purposes.

Keeping this in view and the circumstance of the embarrassed rent going to the Local Committee, and that it was much better they should tax themselves, I gave full effect to the liberal intentions of the Board, and wherever I could trace the old boundaries, have given the whole up to the proprietors at the rent they formerly paid.

In cases where they held undoubtedly more I made an approximate estimate of the amount in excess, and laid on a rent proportion to the value of the land and the rate paid for the portion already in the proprietors' possession, as the land from various causes varies in value, and its retention of course became an object both to the zemindar or native claimant and to the proprietor of the adjoining estate.

The part of Mussooree first appropriated for building purposes and the best sites were part of Kiarkooli, a village on the slope of the hill rising from Debra Doon, and belonging to the British Government: again the slope of the same hill on the north side belongs to the Rajah of Ghurwal, the crest or panee dhal being the boundary. Little or no excess has been found in the Kiarkooli lands, the differences in the old Register and present holdings have principally been found in lands within the possessions of the Rajah of Ghurwal or of Mahunt Surroop Dass, a lokrajdar proprietor by virtue of his calling.

With respect to our own zemindars the Board have ruled that they are strictly entitled to the rents of no lands without the rukba of the village they hold in lease from Government, but as the Government Agent had acknowledged their right in a measure by registering leases of land to the Mussooree proprietors given by these zemindars, all such registered holdings would be allowed, and the zemindars be permitted to retain  $\frac{2}{3}$  of the rent, giving  $\frac{1}{3}$  to the Committee for local purposes. In one or two cases I have found that the present holders have held land from these said zemindars without going through the process of registry. In these cases as the amount is small and the land has been held for several years, and even acknowledged by the Agent I have thought it right to stretch even the liberality of the Board, and grant the zemindars  $\frac{2}{3}$  of the rent, the whole of what they have enjoyed so long.

In cases where the excess land lay within the territory of the Rajah, or the jageer of the Mahunt, the orders of the Board even have no effect, as in those cases I have given the Rajah and Mahunt a fair compensation for the excess, taking the rest for the Committee. This and all my proceedings have hitherto met with the concurrence of these parties.

I may here state that the Rajah and Mahunt have readily acceded to the proposition to take  $\frac{1}{3}$  of the assessment for local expenditure, the Agent collecting the other  $\frac{2}{3}$  and making it over to these parties respectively.

The Rajah also consents to the proposition that all the land within the boundary of the settlement should be considered as British possessions; he of course forfeiting no right to the rent, and being allowed at the rate of an anna beegha in future leases, giving up  $\frac{1}{2}$  of the rent to the community for all land not now occupied by anyone.

These unoccupied lands lay at the two extremities of the settlement, viz., Jubberkhet to the east and Budraj to the west—beyond the lands known as Budraj claimed by McGregor & Co.

This seems an equitable and fair arrangement; in the meantime the right of pasturage and cutting fodder and wood should be common to all.

Major Brown has made an excellent plan of the whole settlement of each estate, and a skeleton map showing the relative possessions of the British Government, the Rajah, and the Mahunt. I feel much indebted to the Major for his ready acquiescence in meeting my wishes on all points, and for the great assistance I have met from him by his experience and knowledge in these matters.

Having endeavoured to detail the general principle by which I have been guided, I now proceed to detail some particulars in cases requiring a special reference.

No. 1, Register.—Oakgroves.—This estate is near Jhurrapanee. The rate of one anna a beegha has not been strictly adhered to, as the land lies low and is of very small value, at least a great part of it.

No. 4, Munro's Hut.—This is built on land included in the settlement of Jhurrapanee, therefore no rent is affixed.

No. 8, Manor House.—This has no additional land, but Rs. 10 additional were added on account of a stipulation in former lease from the Mahunt, that the zemindárs should have the privilege of grazing and cultivating on all land save the top of the hill. As this might hereafter be the cause of disputes and was irregular, the proprietor and Mahunt agreed to Rs. 31 as the rent of the whole land out and out.

No. 13, Brooklands.—This estate was not in the Register at all, but in a separate missal, where the non-registry did not appear to have been the fault of the proprietor.

No. 16, Airfield.—There is no rukba and no boundaries to this in the old register: the proprietor seems to have taken possession of more land than he got originally; wherefor Rs. 3 additional were added, making 5 for the Committee and 4 for the zemindár.

No. 26, Elbow Point.—This bit appears a clear usurpation, and the Rajah claimed Rs. 3 rent, which I allowed, taking the third for the Committee.

No. 27, Kenelworth.—This was part of 28 or Silverton, and the present rent was fixed at the time of separation and some more land given in by the zemindar.

No. 49, Cainville.—To this is attached a bit of unregistered land, for which, however, rent at Rs. 6 per annum has been paid so long that I have allowed it to stand.

No. 55, Mussooree Bázár.—There appeared a doubt whether this was public or private property. From the inquiries made by me, especially from the evidence of Colonel Young, who himself owned the property to which the bázár was contiguous, I have no doubt that what I have given to the bázár is fairly claimable for the use of the public. All the surrounding estates have more than their registered rukba.

Nos. 90 and 91.—These holdings in the Rajah's ilaka have not been registered, but the Rajah's zamindárs have confirmed the lease which is now registered in the usual way.

No. 95, The Park.—The Board have allowed this to stand, and I have increased the rent from Rs. 15 to 25. It is a very large estate, but the distance from good water will always render it one of inconsiderable value.

No. 100, Cloud End.—Major Swetenham has taken more grazing land into his estate to enable him to pasture cows, the produce of which he disposes of. A fair rent has been fixed by me in concurrence with the zemindárs of Kandigaon in the Rajah's territories.

No. 106, Badraj Grant.—From a review of the papers of this claim it appears that the whole land now in possession of McGregor & Co., is comprised in 6 lots, of which parts of 4 are in the British territories, the rest in the Rajah's. Of the whole 6, only 2 have been duly registered in the Register sent to me, but from a correspondence which took place at the end of last year between Mr. W. Tyler, one of the partners, and the Agent, it is clear that the non-registration was no fault of the firm of McGregor & Co., for Mr. Tyler on their part sends the whole rent due on the 6 estates, and requests that the money may be received and the land registered. The Agent, receiving the money, says the whole of the estates "have been duly registered."

	Rs.	s.	p.
The rent payable on the whole 6 lots was 148 rupees per annum. Of this			
was received by the Rajah ... ..	66	11	0
By zemindars in the British territories ... ..	91	5	0
Total ... ..	148	0	0

The Rajah's vakeel hesitated about giving up a third of Rs. 50-11-0, so in consideration of its being duly registered and becoming British territory I came to an agreement with McGregor & Co. to add the  $\frac{1}{3}$  which would be taken from the Rajah's portion, making the total Rs. 176, and divided as in the Register.

I hope this will meet your approval.

Portions here and at Hateepaon have been reserved for bázars, as likewise at Jhurrapanee, all marked off by pillars to prevent encroachment.

The result shews that at the sanitarium, exclusive of Government buildings, there are—

Pukka houses ... ..	50		
Bungalows ... ..	105		
	Rs.		
Gross rental ... ..	1,45,120		
Value at 6 years' purchase ... ..	8,70,720		
	Rs. s. p.		
Land rent paid to Local Committee ... ..	529	10	0
Rajah of Gburwal ... ..	380	0	0
Mahant Surroop Das ... ..	196	11	0
Jhurrapanee ... ..	42	2	0
Bitriole ... ..	26	12	0
Kiarkoolie ... ..	192	7	0
Rikoli ... ..	12	11	0
Miraspattee ... ..	72	8	0
Gopowala ... ..	5	0	0
Total ... ..	1,406	13	0

No rents have been affixed on the lands in Cantonments—the boundary of the said Cantonments remains still unsettled; but I have done all in my power to bring the matter to a satisfactory conclusion, and have marked off the boundaries as originally hired by Government from the Rajah and Mahant, and also a slight modification of it, so as not to cut estates in halves, and to give up all the bázár to the Military authorities instead of dividing it as the old boundary does. If it is decided by my proposal the estates Nos. 153\* and 157\* will be out of Cantonments entirely and come under assessment, and should be rated at Rs. 16 and 12, respectively, the  $\frac{1}{2}$  going to the Committee and  $\frac{1}{4}$  to the Mahant.

\* The numbers marked \* refer to the grant numbers in Wells' register: 163—Edge Hill, 157—Wood stock.



If the old boundary is maintained the estates on the north side of Landour below the Circular Road will come under assessment, as well as No. 68†, or Strawberry Bank.

The estates below the road are Nos. 73†, 87†, 90†, 98†, 99†, and 110†. These estates are of small value, and 3 rupees a lot will be sufficient rent.

Part of 157\*, or Woodstock, is out of Cantonments under either arrangement, and pays 8 rupees at present to the Mahunt. Mr. Thomason in his minute proposes that the residents of Landour who do not occupy Government bungalows, and are not employed in military duties should be made subject to the same Municipal obligations as the residents at Mussooree; but if they are to be subject to the same taxes because they enjoy the same advantages, they should also be put upon the same footing with respect to their estate, and have grants given to them as has been done at Mussooree; but although I have had them drawn out I have not given them to the house-holders from a fear of intermeddling with the rules of a Military Cantonment, and I shall leave them with the Agent to be dealt with as the Board and Government direct. I beg here, however, to state that the size of Cantonments is unnecessarily extensive, that the bazar, common to Mussooree and Landour, being within the Cantonments, is detrimental to its good management because the authorities who manage the police are changed every one or two years, and generally are unaccustomed to the charge of civil duties. All this, however, I have fully explained in my letter of the 10th of April last, which met with the approval of the Commissioner and the Board, and was objected to by the General of the Division only, who at the time he wrote against my proposition, had never visited the Cantonments or Mussooree, and could not possibly therefore be a proper guide for Government.

Hitherto the Commandant of the Depot without any control has granted land to persons to build upon—a privilege which has been used in some cases to the detriment of the public service, by allowing the erection of private houses to be near those appropriated to the men in the Barracks.

The last site I registered, which was given away by the Commandant, was a situation within 15 yards of the main guard and *Congee* house door—a space I had purposely left in defining the boundaries to allow of no encroachment in the public buildings, but my intentions have been frustrated and if some check is not applied, and that speedily, the public land which is left will be entirely occupied by private dwellings.

The expenditure of the public funds have hitherto been managed in Mussooree by a local Committee, but the payment to this Committee not being obligatory, and the promised law not having been promulgated to make it so, they have found themselves nonplussed for want of means.

The settlement can never prosper till some law of this sort is enacted, making the vote of the majority obligatory upon all. Many of the house-holders are in England, and the Agents of these people object to pay without being obliged by law to do so. If a few object, all grumble at the whole payments being unequally divided: the result is, no one will pay anything.

The law should embrace rules for the widening of the public roads to 20 feet, and rules for making roads through private estates as a means of access to new houses beyond them, or for public use.

Roads to springs and water-courses should be public, as well as the use of the water.

Rules should be framed to prevent the further destruction of timber to a certain height in the hill. Quarries should be public and the road to them.

\* The numbers marked \* refer to the grant numbers in Walls' register: 163 = Edge Hill 157 = Woodstock.

† The numbers marked † refer to the survey numbers in Walls' register: 68 = Strawberry Hill; 73 = North and West End Cottage; 87 = Glensnooth; 90 = Short Cottage; 99 = the Garden and Orchard; 120 = Plot near Hospital. Why Survey and Grant numbers were confused is not known. E. H. A.

The Committee or some authority should prevent encroachments in the bázars and allot spaces for shops of a uniform description. Some provision should be made for the collection of the assessment I have made, as well as a better arrangement for the protection of persons and property. At present the police of the civil part of the station extending from Haleepoon to the Landour Bázár, a space of 6 or 7 miles, is entrusted to a jemadar and 4 burkundazes; the consequence is that scarcely any delinquents are detected, and crime goes unpunished.

I have now concluded, and I trust my operations will meet with your approval, and the sanction of the Board and Government.

I must beg for one month's more allowance for establishment, or Rs. 75 beyond the 6 months already allowed.

LANDOUR: }  
7th October 1842. }

(Sd.) F. O. WELLS,  
Special Commissioner.

(For Exhibit 103, see after Exhibit 104.)

Exhibit 104.

ALPHABETICAL INDEX OF ESTATES.

Name of estate	Number.			Name of estate.	Number.		
	In new register.	In survey.	In old register.		In new register.	In survey.	In old register.
Abbey ...	85	170	94	Emma Lodge ...	118	67	...
Acorn ...	19	20	8	Evergreen House ...	103	185	32
Airfield ...	16	15	14	Eyebrow ...	(See Highborough.)		
Apothecary's House ...	168	96	...	Fairlaw ...	6	188	11
Atheum ...	72	142	...	Falcon's Perch ...	(See Cainville.)		
Bachelor's Hall ...	(See Park.)			Fern Hill ...	175	148	91
Hala Hissar ...	11	25	16	Frydale ...	(See Rockcliff)		
Bassett's Hall and ) Grey Castle.	51	2	35	Frosty Hall ...	189	161	116
Batta House ...	9	27	53	Futleh Chut ...	(See Ratcliff.)		
Belle Ville ...	25	9	42	Gerden (Hop) ...	15	42	10
Belle Ville, 2nd ...	(See Cainville.)			Do. (Zubberket) ...	178	16	48
Bellevue ...	62	119	72	Do. (Landour) ...	170	149	92
Bengoh ...	(See Oakdon)			George Hope ...	121	98	...
Bucher's Hill ...	79	123	76	Glanville ...	34	59	...
Botanical Garden ...	78	131	83	Glenoguish ...	149	84	61
Botwell Bank ...	145	81	...	Helenyon House ...	31	7	...
Brusley Cottage ...	64	3	36	Godown (Athanas) ...	78	143	40
Brwary ...	(See old and new.)			Government Godown ...	185	158	1
Brooklands ...	13	24	51	Ditto Grassyard ...	191	183	113
Hudraj Bázár ...	108	190	106	Grant Lodge ...	57	136	118
Do. Grant ...	106	186	104	Gravel Lodge ...	90	177	65
Buona Vista ...	147	85	...	Green Mount ...	(Woodcroft.)		
Cainville ...	49	31	...	Grey Castle ...	(See Bassett House.)		
Castillon Lodge ...	61	133	55	Hampton House ...	37	34	19
Cautley Cottage ...	82	124	77	Haleepoon Bázár ...	93	191	106
Charlie's Hope ...	(See Constantia)			Hawthorden ...	102	184	31
Childer's Lodge ...	131	76	...	Hazelwood ...	125	63	...
Christ's Church ...	52	4	37	Hermitage ...	71	141	...
Cliff Cottage ...	90	34(1)	18	Highborough ...	151	85	...
Cloud End ...	100	180	28	Himalaya Club ...	24	10	43
Cliver Lodge ...	99	179	29	Hollow Oak ...	81	128	63 & 64
Club House ...	(See Himalaya.)			Hop Garden ...	(See Garden.)		
Cockey Hall ...	17	21	3	Hymen C. Lodge ...	35	6	39
Constantia ...	18	23	50	Imamuddin's Yard ...	190	162	117
Cottage (The Mussoorie) ...	70	140	1	Ivanhoe Cottage ...	117	55	...
Do. (The Landour). ...	137	70	...	Jones's Golown ...	104	160	121
Craig Cottage ...	43	32(b)	25	Jarrapanee Bázár ...	3	116	70
Dennis Castle ...	56	30	54	Ditto Cottage ...	5	43	12
Dhobe's Gate ...	156	110	...	Khaudi Lodge ...	84	175	95
Doctor's House ...	167	97	...	Kemral ...	36	171	95
Doon View ...	42	32(b)	24	Kendal ...	27	12	45
Douglass Cottage ...	115	54	...	Kirklands ...	20	35	57
Downstated ...	114	51	...	Kucha Lodge ...	23	1	47
Engle's Nest ...	66	132	84	Lower Lodge ...	98	178	40
Eden Hill ...	123	61	...	Landour Bázár ...	110	103	...
Edge Hill ...	151	47	...	Ditto Hotel ...	113	65	...
Edgmonte Cottage ...	116	66	...	Laurel Bank ...	40	32(3)	22
Elbow Point ...	29	8	41	Leopard Lodge ...	(See Two-leaved.)		
Elcott ...	173	146	80	Logarithm Lodge ...	(See Park.)		
Elsworth Cottage ...	146	82	...				

## ALPHABETICAL INDEX OF ESTATES—(concluded).

Name of estate.	Number.			Name of estate.	Number.		
	In new register.	In survey.	In old register.		In new register.	In survey.	In old register.
Logic ...	75	179	81	Sila Cottage ...	97	111	66
Lougwood ...	134	71	...	Silverton ...	28	11	44
Loyd's Hill ...	177	150	98	Sisters ...	168, 159	88 & 89	...
McKie's Hotel ...	(See Victoria.)			Stativille ...	127	87	...
Manor House ...	8	28	6	South Portion ...	81	126	79
Maple Hayes ...	58	137	33	Spring Cottage ...	87	173	97
Market Hill ...	112	52	...	Steyne Cottage ...	(See Brascely.)		
Mayville ...	10	28	52	Storm Hall ...	12	22	49
Meeting of roads ...	77	130	52	Strawberry Bank ...	(See Hollow Oak.)		
Midlands ...	155	44	...	Strawberry Hill ...	128	68	...
Midstream ...	14	17	15	Sunny Bank ...	124	62	...
Millar Cottage ...	33	40	52	Theodore's Hotel ...	185	153	108
Misticott ...	(See Brascely.)			Do. plot in Rajpoo	183	155	110
Montgillier ...	183	95	...	Do. (No. 1) ...	...	...	...
Mooltrisp ...	101	183	103	Do. do. No. (2) ...	184	154	169
Moaboo ...	132	75	...	Do. do. (No. 3) ...	187	159	114
Mount George ...	149	84	...	Do. do. (No. 4) ...	192	164	119
Mullarie ...	39	98	80	Thepic Lodge ...	111	49	...
Mullingar ...	119	48	...	Toondra Lodge ...	(See Ross Cottage.)		
Manro's Cottage ...	4	117	71	Toondrahab or Tweed-	94	113	68
Mussoorie Bazar ...	34	38	60	ale Cottage ...	...	...	...
Ditto Cottage ...	60	134	86	Tota Hall ...	48	32(1)	20
Ditto Seminary ...	(See Seminary.)			Twiner's (Capt.) Estate	188	180	115
Near Hospital ...	164	107	...	Unoccupied land of	2	114	...
Do. do. 2nd plot	169	110	...	Jurreepanee.	...	...	...
New Brewery ...	91	176	100	Unoccupied land of L.	63	144	...
Newlands ...	179	118	4	Belleve.	...	...	...
North-West End Cot-	135	73	...	Unoccupied land north	68	168	...
tage.	...	...	...	of Waverly.	...	...	...
North Portion ...	78	127	80	Unoccupied land north	74	169	...
Oak Bank ...	144	80	...	of Athenium.	...	...	...
Oakbush ...	21	18	7	Unoccupied land of	105	182	...
Oak Cottage ...	143	79	...	Beough Tibah.	...	...	...
Oakdan ...	104	181	102	Unoccupied land of	107	187	...
Oak Groves ...	1	115	9	Budraj.	...	...	...
Oaklands ...	142	78	...	Unoccupied land of	129	104	...
Oaks ...	20	19	2	Strawberry Hill.	...	...	...
Oakville ...	172	145	88	Unoccupied land west	130	105	...
Old Brewery ...	85	174	98	of Childer's Lodge.	...	...	...
Orchard (The) ...	171	99	...	Unoccupied land north	140	109	...
Park House ...	95	189	5	of Landour.	...	...	...
Do. Corner ...	98	112	67	Unoccupied land north	141	108	...
Parsonage ...	53	2	69	of Lal Tibah	...	...	...
Peak ...	64	180	78	Unoccupied land of	178	151	...
Peterborough ...	138	72	...	Zubberkhet.	...	...	...
Phoenix Lodge ...	45	32	23	Unoccupied land of	195	167	122
Pierpoint ...	162	92	...	Rajpoo.	...	...	...
Pettine's Godown ...	198	166	120	Vale Head ...	80	122	75
Priory ...	69	139	1	Victoria Hotel ...	182	156	111
Prospect Lodge ...	161	91	...	Violet Bank ...	44	32(6)	26
Rajpoo Bazar ...	180	152	107	Vulcan's Corner ...	120	58	...
Ratcliff ...	89	125	78	Walnut Grove ...	40	37	59
Rectory ...	188	69	...	Waverly ...	67	138	17
Retreat ...	65	121	74	Wedge Hill ...	183	...	...
Reynard's Lodge ...	152	86	...	Westend Cottage ...	(See North-West End		
Rocketiff ...	41	36	...	White Park Forest ...	154	45	Cottage.)
Rock Cottage ...	38	33	58	Widow's Cottage ...	166	94	...
Rockville ...	174	147	90	Willow Bank ...	47	32(2)	21
Rokey ...	139	77	...	Wolf's Burn ...	133	74	...
Rosebank ...	122	60	...	Wolf's Craig ...	150	100	...
Ross Cottage ...	60	1	34	Woodcraft ...	109	86	...
St. Helen ...	58	135	87	Woodstock ...	167	46	...
Scott's shop ...	38	29	63	Woodville ...	22	13	46
Do Godown ...	181	157	112	Woodyard ...	(See Immanuddenn)		
Seminary ...	92	172	96	Wyberg ...	(See Constantia)		
Short's Cottage ...	60	50	...	Zephyr Cottage ...	32	41	27

(Sl.) FREDERICK O. WELLS,  
Special Commissioner.

(True copy.)

H. JODGES,  
Superintendent.

Exhibit 103.

REGISTER No. 1.—Correspondence from F. O. WELLS, Esq., to Commissioner,  
1842.

To

A. P. BEGBIE, Esq.,  
Officiating Commissioner, Meerut Division.

SIR,

I have the honor to acknowledge the receipt of your letter of the 21st instant, a copy of which and its enclosure I have sent to the officer Commanding the Station for his information.

As respects the Commandant I believe the matter has been referred to the Commander-in-Chief for his approval, and I had better delay putting up the boundary marks till His Excellency's answer has been received.

I send you herewith a map drawn up by Major Brown. The white thread inserted by me shows the boundary of the Cantonments of Landour as agreed to by myself and the Commandant, and which has met the approval of Government: the marks, with the assistance of this map, can be put by any one, as the boundary follows the outline of estates or the natural one of the water-courses.

The orange coloured thread shows the original Cantonments as pointed out to me by Colonel Young and by Sheer Khan Mirdah, who was himself present and helped to mark out the original Cantonments hired by Government.

If the Military authorities disapprove of the boundary settled by Major Berrill and myself, and shewn by the white thread, the alternative is to take what was originally granted and shewn by the orange line. This is also marked off by flags, and Sheer Khan is at Dehra, ready to shew where they are. I have also pointed out to Mr. Williams, the Officiating Agent in Doon.

To revert to another subject, I beg to state that the 70 pillars I am building round the stations of Mussoores and Landour, and for which I have applied for funds, are erected at points where private property does not extend to, or I should have called upon the proprietors themselves to have done what was required.

LANDOUR: }  
24th October 1842. }

I have, etc.,  
(Sd.) F. O. WELLS,  
Special Commissioner.

(For Exhibit 105 see after Exhibit 107.)

Exhibit 106.

Sudder Board of Revenue, N.-W. P., the 4th of November 1842.

No. 416.

FROM

THE OFFICIATING COMMISSIONER,  
of the 1st or Meerut Division.

GENTLEMEN—

I have the honor to submit herewith the report of the special Commissioner for the settlement of Mussooree, Hateepoon, Budraj and Jubburkhet dated 24th October. The report being full in detail no comments are necessary, but if any information is required the same will be furnished. Recommend the retention of Mr. Wells' establishment for one month beyond the 31st of the month allowed.

Special Commissioner for the settlement of Mussooree, Hateepoon, Budraj and Jubburkhet, under date 8th instant.

*see Exhibit  
for page  
for 1*

2nd.—The enclosures which accompanied the report are noted in the margin.  
 A book of plans of each estate and of the unoccupied portions.  
 A skeleton map of the divisions of the British territories, Majaha and Maluata, Jageer.  
 An alphabetical list of houses and estates.  
 Regulae.

3rd.—Mr. Wells' report being so full I have not thought it necessary to trouble you with any comments of my own, the more especially as I am merely in temporary charge of this office and consequently have not time or opportunity to give the subject that consideration which it might require.

4th.—I shall nevertheless be prepared to offer my opinion on any points noticed in the report should your Board see fit to call on me for the same.

5th.—I beg to recommend with reference to the last paragraph of Mr. Wells' 6 report that he be allowed to retain his establishment for one month beyond the months already allowed.

I have the honor to be,

SIR,

Your most obedient servant,

(Sd.) A. P. BEGBIE,

Offg. Commissioner.

COMMISSIONER'S OFFICE,  
 1ST DIVISION:  
 The 12th October 1842.

(True copy.)

(Sd.) J. HODGES,  
 Superintendent.

Exhibit 107.

File in the Board of Revenue office.

No. 547.

To

THE SECRETARY TO GOVERNMENT,

North-Western Provinces.

SIR,

The correspondence noted in the

Order of Government, dated 21st September

1841, No. 1354.

Board in reply, dated 12th October 1841,

No. 446.

Order of Government, dated 12th November

1841, No. 1849.

Board in reply, dated 24th December 1841,

No. 543.

Order of Government, dated 22nd December

1841, No. 1913.

Order of Government, dated 20th January

1842, No. 106.

Order of Government, dated 7th March 1842,

No. 359.

Board to Government, dated 3rd May 1842,

No. 1214.

Order of Government, dated 22nd July 1842,

No. 4274.

Board in reply dated 23rd August 1842, No. 419.

Order of Government, dated 28th September

1842, No. 1692.

From Commissioner of Meerut, dated 12th October

1842, No. 416.

Enclosure from Special Commissioner, Mr. Wells,

dated 18th October 1842.

Map of settlement

Form of grant.

is as follows:—

	Acres.
British Territory Khalesah	6,256
Ditto ditto Jageer of Chamanarree	3,864
Teres Territory Khalesah	5,981
Ditto ditto Jageer of Chugara	1,368
Total, 27½ square miles or	17,473

5th.—This area is divided into 198 registered lots on the occupied lands of which are erected 56 pukka houses and 105 bungalows, the gross rental of which

margin contains the arrangements made by the Government for selling the tenures of land in the Hill Stations of Mussoorie and Landour north of Dehra Doon. The Board now request me to submit, for the consideration of the Hon'ble the Lieutenant-Governor the accompanying detail of the execution of those arrangements.

2nd.—The limits of the settlement have been defined, mapped and are now in progress of being permanently marked off on the ground by the erection of boundary pillars.

3rd.—The extent, boundaries, liabilities and right of property in each estate have been defined and registered.

4th.—The entire area of the settlement

is estimated at Rs. 1,45,120 and the value assumed at 6 years' purchase is Rs. 8,70,720.

6th.—The total land rent charged on this property is Rs. 1,408-13-0, which is

	Rs.	s.	p.
To Local Committee ...	528	10	0
Raja of Garhwal ...	330	0	0
Mahant Sarup Das ...	106	11	0
Jirapane ...	42	8	0
Zibari ...	26	12	0
Kiar-koolie ...	102	7	0
Mama pestil ...	172	8	0
Rdoli ...	12	11	0
Gopewala ...	8	0	0
Total ...	1,408	13	0

distributed as per margin.

7th.—In the arrangements which have been made every effort has been used to deal liberally with the persons in possession of the land, as the Government had made over their claim in the land rent to the Local Committee of the settlement,

the question of rent became simply one between the individual proprietors and the community at large. The rights of the native villages the Mahant or the Hajah had already been made over for a certain consideration to the several occupants and no interference with them was necessary.

8th.—In registered grants the boundaries were often found to include a much larger space than the recorded area. In such cases wherever beneficial occupation had taken place of the space within the boundaries, the right to it was confirmed on the terms which had been stipulated.

9th.—Whenever land was claimed beyond the registered area or specified boundary the claim was admitted if actual occupation had taken place, but a fair additional rent was imposed on the excess above the former grant.

10th.—The land rent charged on almost all the holdings is no doubt very small but it must be remembered that the value of the property is entirely fictitious, that these rents have remained unquestioned for a course of years, and that purchases have been made, houses built, and capital invested, on the understanding that they were not liable to enhancement.

11th.—Besides, the question being merely between the community at large and individual proprietors, it seems equitable that further contribution to public purposes should be made on some fairer principle than an enhancement of the land rent which must be in a great measure arbitrary. A percentage on the gross rental of each estate would be a just rate to levy, and the Board have been led to believe that some such arrangement is in the contemplation of the Government.

12th.—Some few persons who are not possessors of land in the settlement have seen fit to remonstrate against the proceedings and to complain that they find themselves excluded from the advantage possessed by the present proprietors and unable to obtain convenient sites for building, except at extravagant prices, from the registered proprietors.

13th.—The Board direct me to observe that they consider this complaint unreasonable and have therefore declined to entertain it. The present proprietors occupied the sites they now hold at all risks, whether arising from the uncertainty of success in an infant settlement or the insecurity of the only title which they were then able to procure. Having incurred the risk they are fairly entitled to the profit which their venture has brought them. The value of land will soon find its level and there is every probability that as soon as the proceedings are confirmed many valuable sites for building will be thrown into the market at reasonable prices.

14th.—Even if the coveted sites were excluded from the registered grant they would be put up to sale by public auction from time to time for the benefit of the Local Funds, and it is not probable that the petitioners would thus acquire them on more favourable terms than from the present proprietors. If any party is entitled to complain it is the whole community of house-holders and not individuals who possess no property in the settlement.

15th.—The Board, however, consider it right to forward their memorial for the perusal of His Honor with the orders passed upon it.

16th.—The Rajah of Garhwal has agreed to waive his claims of jurisdiction and sovereignty on receiving the rents which are his due.

17th.—As application is made for the unoccupied lands in the settlement, they will be charged with 2 annas a beegah and rent, put up to auction and sold to the

highest bidder as already laid down in paragraph 12 of the Board's orders of February 4th, 1842.

18th.—The register contains the same headings as those specified in the form of grant which is indeed only an extract from the register. The last column but one "Reference to estate subsequently divided off," contains a provision for showing in the same form all subsequent divisions of existing grants. The separated portion will bear a new number in the register to which reference will be made in this column whilst the 2nd and 3rd columns of the new number will connect it with the original grant from which it has been separated off.

19th.—The Board request the sanction of the Government to the grant of the estates enumerated at the close of Mr. Wells' letter.

20th.—They would further recommend that under Act X of 1842 some legally constituted local agency be called into action to enable proprietors to levy a rate upon themselves for municipal purposes and by a few simple bye-laws to make provision for the several objects mentioned in the conclusion of Mr. Wells' report.

From Secretary to Government  
No. 1274, dated 22nd July 1842.

To Secretary to Government No. 419,  
dated 23rd August 1842.

From Secretary to Government  
No. 1692, dated 28th September 1842.

21st.—The correspondence noted in the margin has already passed on the subject of the boundary between the civil settlement and the Military Cantonment.

22nd.—Under orders issued by the Government of India in the Military Department under date February 9th, 1842, Mr. Wells has settled the boundaries of all estates in Landour as well as Mussooree. He has also prepared grants but has refrained from issuing them till specially authorized so to do. If the proprietors of these estates are to be subject to the same Municipal obligations and liabilities as the proprietors beyond the limits of Cantonments, it is evident as Mr. Wells justly observes, that they will demand to hold their lands on an equally secure tenure. But if their property in the lands is to be obsolete it would appear useless to retain them nominally within the limits of Cantonments. In that event the boundary originally proposed by Mr. Wells might be maintained with exception to the bázár which might be kept within Cantonments.

23rd.—An expense of Rs. 525 for a small establishment for the period of 7 months has been incurred. It remains for the Government to determine whether this shall be paid by the Government or charged against a sum which is understood to have been sanctioned for the improvement of the settlement.

24th.—I am further directed to express the Board's opinion that Mr. Wells has discharged himself of this troublesome and delicate task with much temper, diligence and success and that he has entitled himself to the approbation of the Government.

I have the honor to be,

SIR,

Your most obedient servant,

SUDDAR BOARD OF REVENUE,  
N.-W. P., ALLAHABAD:  
The 4th November 1842.

(Sd.) H. M. ELLIOT,  
Secretary.

Enclosures.

1. Officiating Commissioner of Meerut to Board, dated 12th October 1842, No. 416, with accompaniments, viz. :—
2. Special Commissioner, Mussooree, to Officiating Commissioner of Meerut, dated 8th October 1842, with an alphabetical list of houses and estates annexed.
3. A register of the estates.
4. A book of plans of each estate and of the unoccupied portions of land.
5. A skeleton map of the divisions of the British Territories, Rajahs and Mahants' Jageer.
6. A form of grant.
7. Memorial referred to in paragraph 15th.

(True copy.)

(Sd.) J. HODGES,  
Superintendent.

Exhibit 105.

Miscellaneous English Correspondence, 1842 (Wells' Settlement).  
Grant of land in the settlement of Mussoories.

No. of Register.

Under the authority conveyed in the orders of the Honourable the Lieutenant-Governor of the North-Western Provinces, dated the.....1842, the undermentioned tract of land is granted to.....his heirs and assigns to hold in perpetuity, subject to the payment of the specified annual ground rent, as annexed.

MUSSOOREE :  
The.....1842. }

(Sd.)  
Special Commissioner.

Horizontal area.		Territory.	Village or other locality in which situated.	Boundaries.				Name of estate.	Date of present register.	Number in old register.	Number of survey.	Number of grant.
Begahs 100/3 square yards.	Acres.			West.	East.	South.	North.					

Ground rent paid to.					State of property at time of registering.					Reference to estate subsequently divided off.	Remarks.		
Rajs.	Ma-bunt.	Zemin-dars.	Local Com-mittee.	Total.	Speci-fication of dwell-ings.	Ow-ners' name.	When built.	By whom.	Rent actual or appraised for the year.			Name of occupant, 1842.	

(Sd.)  
Special Commissioner.



## Exhibit 108.

No. 2551.

FROM

THE SECRETARY TO THE GOVERNMENT, N.-W. P., AGRA,  
Revenue Department.

SIR,

I am directed to acknowledge your letter of the 4th November, No. 547, referring to the correspondence which has passed respecting the settlement of Mussooree and Landour and submitting a final report from the Special Commissioner.

2nd.—In reply, I am directed to state that the Hon'ble the Lieutenant-Governor has perused the correspondence submitted with great satisfaction.

3rd.—The extent, boundaries, liabilities and right of property in each estate having been accurately defined and registered, there is every reason to hope that this rising settlement will rapidly increase both in wealth and population.

4th.—His Honor fully approves of the arrangements for the collection and distribution of the land-rent which have been made by the Special Commissioner in accordance with the liberal and judicious instructions furnished to him for his guidance by the Board.

5th.—The memorial signed by certain persons, who are not landholders, has been carefully considered and His Honor fully concurs with the Board in thinking the complaint unreasonable.

6th.—The mode proposed for the disposal of unoccupied land by auction appearing fair and judicious is sanctioned.

7th.—The Board will of course take steps to ensure the safe custody of the register now completed and will enjoin on the local authorities to be careful to enter with every accuracy all future grants.

8th.—His Honor is pleased to sanction the grant of the estates enumerated at the close of Mr. Wells' letter.

9th.—With reference to Mr. Wells' remarks in paragraphs 42 to 45 of his report, I am directed to say that His Honor will be prepared to extend the provisions of Act X of 1842 to the settlements of Mussooree and Landour, an application being made as prescribed by section 2 of that Act.

10th.—With regard to the boundary between the Landour Depôt and Mussooree, it does not appear why the line recommended by the Board in their letter of the 23rd August last, and approved of by His Honor on the 28th September, is now reported unsettled.

11th.—The orders of the Government of India, dated the 9th February 1842, lay down that all people resident within the Cantonnments of Landour, who are not connected with the Depôt, should be subject to the municipal obligations imposed on the residents at Mussooree, and it appears that the Cantonment boundary originally proposed by Mr. Wells retains a considerable number of estates belonging to, or occupied by, people unconnected with the Depôt, His Honor is therefore of opinion that the residents on such estates should be subject to the rules which the Mussooree Committee may think it necessary to impose, for though this property remains nominally under Military authority it must be much improved by the general improvement of Mussooree, and it is probable that the favourable terms on which the Cantonment proprietors appear to have obtained their lands have in a great measure compensated for any drawback attached to estates within Cantonments. The Municipal authorities will of course be careful to impose on Cantonment residents only a fair share of the charges connected with the great roads and other improvements, the benefit of which is clearly common to both stations. All charges connected with the police and which only benefit the Mussooree residents, can be kept quite distinct and must be received entirely from those who reside without Cantonments. The expense amounting to Rs. 525, which has been incurred on

account of establishment, is sanctioned and must be charged in the contingent bill of the Derah Doon office.

12th.—In conclusion I am directed to express His Honor's entire concurrence in the well-earned encomium which the Board have passed on Mr. Wells's services, the absence of anything like dissatisfaction on the part of the persons interested in the numerous boundaries which have been defined and rights which have been adjusted must be ascribed to the temper and judgment received by the Special Commissioner, and the Board are requested to make known to Mr. Wells the high sense which His Honor entertains of his services.

13th.—The original enclosures which accompanied your letter will be returned from Agra, where copies will be made for record.

I have the honor to be,

SIR,

Your most obedient servant,

(Sd.) R. N. C. HAMILTON,

Secretary to the Govt., N.-W. P.

CAMP TEERAH: }  
The 24th December, 1842. }

(True copy.)

(Sd.) J. HODGES,

Superintendent.

Exhibit 109.

No. 6 L.S.

To the Officiating Commissioner of the 1st or Meerut Division, dated 10th January 1843.

No. 5.

To

The Officiating Commissioner of the 1st or Meerut Division.

SIR,

With reference to your letter No. 416, of the 12th October last, and to previous correspondence, I am directed by the Sudder Board of Revenue, North-Western Provinces, to transmit for your information the annexed copy of the orders of Government, No. 2551, dated the 24th ultimo, confirming the settlement of Mussooree and Landour, and generally the measures recommended by the Board in their address of the 4th November, No. 547, of which a copy is also forwarded.

2nd.—The original enclosures submitted by you will be hereafter returned.

I have the honor to be,

SIR,

Your most obedient servant,

(Sd.) H. M. ELLIOT,

Secretary.

SUDDER BOARD OF REVENUE, }  
N.-W. P., ALLAHABAD: }  
The 10th of January, 1843. }

Annexure.

Board's address to Government, dated 4th November 1842, No. 517.

Orders of Government in reply, dated 24th December, No. 2551.

(True copy.)

(Sd.) J. HODGES,

Superintendent.

Exhibit 110.

No. 1.

To

F. O. WELLS, Esq.,

Late Commissioner for Settlement of Mussooree, Calcutta.

SIR,

The Sudder Board of Revenue, North-Western Provinces, direct me to annex for your perusal extract paragraph 21 of their report to Government, No. 517, dated

4th November last, on the settlement of Mussoorie and Landour and extract paragraph 12 of orders received in reply, No. 2551, dated 24th ultimo, in which the Hon'ble the Lieutenant-Governor has been pleased to express the highly favourable opinion he entertains of the manner in which you discharged the important duty with which you were entrusted.

I have the honor to be,

SIR,

Your most obedient servant,

(Sd.) H. M. ELLIOT,

Secretary.

SUDDER BOARD OF REVENUE,  
N.-W. P., ALLAHABAD:  
The 10th of January 1843.

*Annezure.*

Extract paragraph 24 of Board's address to Government, dated 4th November 1842, No. 547.

Extract paragraph 12 of orders of Government in reply, dated 24th December 1842, No. 2551.

(True copy.)

(Sd.) J. HODGES,

Superintendent.

#### Exhibit 111.

*Settlement of Grant Retreat Misl. No. 65, Bastah No. II.*

*Translation of a Vernacular Rubkar of the Court of Mr. F. O. WELLS,  
Assistant Commissioner, Mussoorie Settlement, dated 20th August 1842.*

Settlement of Grant "Retreat" within the area of Kiarkuli, Ilaqa Sarkar, property of General Vincent from the month of May 1812, permanently.

In the course of making the settlement of this "grant" entry No. 23 in the register of Dehra Doon showed 23 beghas 8½ biswas of land, without mention of the boundaries, to be rented at Rs. 5. In the absence of any entry of the original boundaries the site could not be tested. Chitor, zamindár of Kiarkuli, said that the original area had been extended. At present the estate measures 13 acres or 62 beghas. Although the present boundaries of the estate could not be tested with the original ones, as they are not recorded, still the zamindár maintained that encroachment had taken place and the area was actually found to exceed the original area leased. This being so, it is quite clear that the grantee has usurped more land than was originally leased to him, and the rent must be enhanced.

ORDER.

Increasing the rent by Rs. 2 for the extra land, the rent now fixed for the grant is Rs. 7, which will give the zamindár Rs. 3-6-0 and Government Rs. 3-10-0, as the Rs. 5, was shared between them.

This settlement will be entered in the register and when the arrears of rent have been paid up and the boundaries marked out, a sanad will be granted to the grantee.

#### Exhibit 112.

*Vernacular File, 1823--1842, regarding Mussoorie Estates, Settlement, &c.*

Notice is hereby given that the office of the Special Commissioner will be closed on the 20th instant and all grants not claimed before that date will be made over to the office of the Political Agent at Deyrah.

The conditions entitling parties to grants are the payments of all arrears of rent and the erection of pukka boundary pillars around each holding.

LANDOUR:  
October 7th. 1842. }

(Sd.) FRED. O. WELLS.

Exhibit 113.

Vernacular Files, 1828—1842, regarding Mussoorie Estates, Settlement, &c.  
Receipt for Grants of Land at Mussooree and Landour, &c.

Name of estate.	Name of grantee.	Receipt.
1. Oakgroves ...	Capt. J. Loeson ...	(Sd.) J. L. Loeson for Capt. Loeson 42nd Regt., 19th Sept. 1842
4. Mauro's Hut ...	Lt. Mauro ...	R. Mauro, Lt., 10 N.I.
5. Jurrapani Cottage ...	Lt. Mauro ...	R. Mauro, Lt., 10 N.I.
6. Fairlawn ...	Capt. Loeson ...	J. L. Loeson, for Capt. Loeson, 42nd Regt., N.I., 19th Sept. 1842.
7. Futeb chut ...	Capt. Dawkins and Mr. Barrett ...	
8. Manor House ...	Major F. Angelo.	Fred. Angelo received 15th Sept.
9. Butta House ...	Mr. J. Powell.	
10. Maryville ...	Major Barchley.	
11. Bala Hissar ...	Ajeet Singh, Raja ...	G. R. Crawford for No. 196 Nalaton, 25th Sept. 1842.
12. Storm Hall ...	Lt. A. Plowden ...	E. A. Pittis.
13. Brooklands ...	Capt. Barnett ...	E. A. Pittis
14. Midstream ...	Capt. Harris ...	H. Kirke
15. Hop Garden ...	Capt. Kirke and Harris ...	Do. } 7th Sept. 1842
16. Airfield ...	Capt. Kirke ...	Received, H. Kirke, Sept. 17th
17. Cockey Hall ...	A. U. C. Plowden.	
18. Constantia ...	C. Grant ...	E. A. Pittis.
19. The Acorns ...	E. Gwatkin.	
20. The Oaks ...	Ditto.	
21. Oak Bush ...	Ditto ...	Received, 17th Sept. 1842. E. Gwatkin.
22. Woodville ...	Capt. Kirke ...	Received, H. Kirke, 17th Sept.
23. Kirklands ...	Ditto. ...	Received, H. Kirke, 17th Sept.
24. Himala Club ...	Members of ...	Received, Fred Angelo, 15th Sept.
25. Belleville (No. 1) ...	Mr. E. A. Pittis ...	E. A. Pittis.
26. Elbow Point ...	W. Skinner ...	Wm Skinner.
27. Kenilworth ...	Major. F. Angelo ...	Fred. Angelo, received.
28. Silverton ...	W. H. Tyler ...	W. H. Tyler.
29. Kenersig ...	Capt. Mackenzie.	
30. Cliff Cottage ...	Capt. Roberts ...	Received 18th Sept 1842 Thos Roberts.
31. Glenlyon House ...	C. Grant ...	Received, E. A. Pittis.
32. Zephyr Cottage ...	Dr. Christopher ...	Received, G. W. Cautley
34. Glenvilla ...	Capt. Kirke ...	Received, H. Kirke, Sept.
35. Hymen Cottage ...	Capt. Collins.	
36. Santa Shop ...	Mr. Scott.	
37. Hampton House ...	Capt. Roberts ...	Received 18th Sept. 1842 Thos. Roberts
38. Rock Cottage ...	Capt. Honken ...	Received 18th Sept. (illeg)

Vernacular File, 1828—1842, regarding Mussooree Estates, Settlement, &c.  
Receipt for Grants of Land at Mussoores and Landour, &c.—(continued).

Name of estate.	Name of grantee.	Receipt.
39 Mulleria	Capt. Kirke	Received H. Kirke.
40. Walnut Grove	Ditto.	Ditto
41. Rockcliff	G. H. Smith.	
42. Doon View	M. Grierson	Received, M Grierson
43. Craig Cottage	Ditto	Ditto.
44. Violet Bank	Ditto	Ditto.
45. Phoenix Lodge	Ditto	Ditto.
46. Laurel Bank	Ditto	Ditto.
47. Willow Bank	Ditto	Ditto.
49. Tota Hall	Ditto	Ditto.
49 Caineville	Miss McKinnon	Received, I. Mackinnon.
50. Ross Cottage	Mrs. Ross	
51. Bassett Hall	{ Mrs. Watkins. Mr. J. Skinner.	
53. Parsonage	Ditto.	
54. Braceley Cottage	Capt. Brace.	
56. Dennis Castle	Capt. Dennis.	
57. Grant Lodge	Mrs. Grant.	
58. Maple Hayes	Major. Swetenham	Received, E. Swetenham.
59. St. Helens	Major. Ramsay.	
60. Mussooree Cottage	Ditto.	
61. Castillion Lodge	Mr. Athanas.	
62. Bellevue	Mrs. W. P. Chambers.	
61. Peak	Brig. Vincent.	
65. Retreat	Ditto.	
66. Eagle's Nest	Capt. J. Ross Troup	Received, J. R. Troup
67. Waverley	Capt. Hutton	Received, Capt. Hutton, 3rd —
69. Priory	Mr. Athanas.	
70. Cottage	Ditto	
71. Hermitage	Ditto	
72. Athenium	Ditto.	
73. Godown	Ditto.	
75. Logie	E. Falconer.	
77. Meeting of Roads	Ditto.	
78. North Portion	Capt. P. Cautley	
79. Blecher Hill	Ditto	
80. Vale Head	Capt. Cautley.	
81. South Portion	Ditto.	
82. Cautley Cottage	Ditto.	
83. Kateliff	Ditto.	
84. Hollow Oak	Mr. Healy	Received, H. N. Healy
85. The Abbey	C. Grant	Received, E. A. Pittie

*Vernacular File, 1828—1842, regarding Mussooree Estates, Settlement, &c. Receipt for Grants of Land at Mussoores and Landour, &c.—(concluded).*

Name of estate.	Name of grantee.	Receipt.
86. Kemged ...	H. Fraser.	
87. Spring Cottage ...	Mr. J. Mackinnon	Received
88. Old Brewery ...	Ditto	13 Oct.
89. Kandi Lodge ...	Ditto	J. Mackinnon.
90. Gravel Lodge ...	Mr. Boble	Received. H. Boble
91. New Brewery ...	Ditto	Ditto.
92. Mussooree Seminary ...	Mr. J. Mackinnon	Received. J. Mackinnon.
94. Toonlahad ...	H. Fraser.	
95. The Park ...	Col. Everest	Received. Major Angelo.
96. Park Corner ...	Capt. Bontain	Received, 31st Oct.—(illeg.)
97. Sila Cottage ...	Mr. Tristram	
98. Kuchar Lodge ...	Major Swetenham	Received, E. Swetenham.
99. Clover Lodge ...	Ditto	Ditto.
100. Cloud End ...	Ditto	Ditto.
101. Meelti Cop ...	Ditto	Ditto.
102. Hawthornden ...	Ditto	Ditto.
103. Evergreen House ...	Ditto	Ditto.
104. Oakdeen ...	Capt. Bontain	Received—(illeg.)
106. Budraj Grant ...	McGregor and Co.	W. H. Tyler
172. Oakville ...	G. Bacon, Esq	
173. Elcott ...	Ditto	G. W. Bacon.
174. Rockville ...	Mr Benson	E. H. Benson.
175. The Farm ...	G. Cautley.	
176. Garden ...	G. Bacon	G. W. Bacon.
179. Newlands ...	J. Lesson.	
157. Woodstock ...	Capt. McKie and Osborne	P. McKie.

Exhibit 114.

*English Correspondence, 1842. (Commissioner to MR. WELLS.)*  
No. 2968.

To

CAPTAIN H. M. LAWRENCE,  
*Officiating Superintendent, Dehra Doon.*

SIR,

I am directed by the Hon'ble the Lieutenant-Governor to transmit to you the annexed copy of a letter from the Secretary to the Sudder Board of Revenue, No. 612, dated 9th instant, and to request that you will take up any duty connected with the measure therein indicated, as recommended by the Board.

I have the honor to be,

SIR,

Your obedient humble servant,

(Sd.) R. N. C. HAMILTON,

*Secretary to Government, N.-W. P.*

CAMP FEROPPORE: }  
The 31st December, 1842. }

## Exhibit 115.

*English Correspondence, 1842 (Commissioner to Mr. Wells.)*

COPY.

No. 612.

FROM

H. M. ELLIOT, Esq.,  
*Secretary to the Sudder Board of Revenue, N.-W. P., Allahabad,*

TO

R. N. C. HAMILTON, Esq.,  
*Secretary to Government, N.-W. P., Agra.*

SIR,

I am directed by the Sudder Board of Revenue, N.-W. P., to request that you will lay the accompanying letters before the Hon'ble the Lieutenant-Governor for consideration and orders.

2nd.—Mr. Wells, late Special Commissioner at Mussooree, reports his departure and the transfer to the Political Agent of all the records connected with the recent settlement.

3rd.—The Board beg that the Agent may be directed to undertake any duty which may arise out of this measure.

I have, &c.,

SUDDER BOARD OF REVENUE,  
N.-W. P., ALLAHABAD:  
The 9th December, 1842.

}

(Sd.) H. M. ELLIOT,

*Secretary.*

(True copy.)

(Sd.) R. N. HAMILTON,

*Secretary to Government, N.-W. P.*

## Exhibit 116.

*Translation of a Vernacular File regarding Mussooree, Mussooree Estate, &c., from 1828—1842.*

Application of Mahunt for realization of Rs. 3 ground-rent of a piece of land in Landour, measuring 1 beegha and 1 biswa from Mr. Vaughan Vaughan, who transferred the land to Messrs. Hutchinson, &c. Agreement drawn by Mahunt in favour of Captain Courtland *re* a piece of land 500 yards by 250 yards in (place illegible) for Rs. 5, dated 3rd June 1830.

Application from Swarup Das, saying that he registered a piece of land in 1830 in favour of Mr. Courtland on an annual rent of Rs. 5 which he took for the erection of a bungalow, but neither erected any bungalow nor paid rent and is now somewhere down country, &c., and he (Mahunt) wants to have the land struck off from the register of Registration and to give it to some other gentleman.

The land was struck off from the name of Mr. Courtland on 9th July 1834.

Agreement drawn by Mahunt Swarup Das in favour of Captain Harris *re* a piece of land of Mr. Vaughan's (known as Kafar) bungalow in village Chumasari, nearly 300 beeghas at Rs. 15 annual rent, &c. The villagers will not graze their cattle and collect fuel, &c., except with the permission of Mr. Harris.

Order of Colonel Young rejecting claim of Mr. Courtland, who first took the above piece of land from Mahunt on Rs. 5 annual rent and left Mussooree for down country, and neither erected any bungalow nor paid the ground-rent to Mahunt. After nine years he returned and claimed the land during which interval the Mahunt had had the piece of land struck off from his name in the court and given to Captain Leeson on Rs. 15 per annum.

Petition of Mahunt Swarup Das for realization of Rs. 5 ground-rent from Messrs. Leeson and Salkou.

Exhibit 117.

*Vernacular File regarding Mussooree, Mussooree Estates, &c., from 1828—1842.*

Translation of the letter of the Rajah of Tehri to Mr. WELLS, dated 21st April 1842.

DEAR SIR,

I am in due receipt of your kind reply to my letter. Ramadint Joshi, agent of the estate, reports that the forest land of Kothi Kandi, &c., six villages, Pargana Jannpur, has been enclosed within municipal limits for the purpose of building sites. If this is true, this state will be put to a loss of Rs. 350 a year as the tenants of these villages may not live in them because they will be unable to graze their cattle.

ORDERED :

That the Rajah be informed that forest land only has been enclosed and that cattle grazing will be allowed as usual, dated 26th April 1842.

Exhibit 118.

*Vernacular File regarding Mussooree, Mussooree Estates &c., from 1828—1842.*

Translation of last paragraph of *Rubkar* of the Court of Mr. Wells, Special Commissioner of Mussooree Settlement, dated 25th May 1842.

"Rate for unoccupied land."

"The land on the north and near the Tehri road which has been enclosed within Mussooree limits is outside Cantonment limits.

"Anyone desirous to get it, should apply to the Political Agent, Dehra Dun. The land shall be granted at the following rates: for a bungalow, 40 beeghas or less, Rs. 5 per site, above 40 beeghas Rs. 0-2-0 per bigha.

"Though the Suddar Board ordered that it should be put up to auction, the rates proposed above are deemed proper for this land.

"Until required for building purposes there shall be no prohibition to the use of pasturage and wood on the land."

NOTE (BHA).—This *rubkar* has been quoted by a previous Superintendent of the Doon as a final order of Wells. This illustrates the risk of quoting remarks and orders of Wells as if they had a final effect, whereas, they were only, as it were, interlocutory. The Board refused to sanction the arrangement proposed by Wells in the above first paragraph (See Commissioner to Wells, dated 23rd June 1842, Exhibit 55). The last paragraph remained a final order unmodified.

Exhibit 119.

*Vernacular File regarding Mussooree, Mussooree Estates, &c., from 1828—1842.*

Petition from Swarup Das (Mahunt), dated 28th June 1842, stating that the land of village Kandi, which has been given to Major Swetenham, is cultivated by the zemindars and produces good harvests. The zemindars are not willing to part with the land, and have complained to him. He therefore requests that either the land be given back or the zemindars paid Rs. 2 per beegha, which is the rate Falcoor pays to the zemindars of Chajouli for cultivated land.

ORDERED :

It will be seen to.

Dated 29th June, 1842.

Exhibit 120.

Petition from Mahunt Swarup Das, dated 15th May 1842, stating that Gaidmu zemindar, informs him that the cultivated land of old zemindars in villages Chamansari, Guryalwala, Seri Gad, &c., has been measured, and this will bring about the ruin of the villages and exile of the zemindars. They have been cultivating the land from time immemorial and grazing their cattle and collecting fuel. If the land is surveyed and bounded and gates erected, the zemindars will not be able to graze their cattle within lands occupied, and the result will be that they will be ruined.

He (Mr. Wells) will kindly manage in such a way that neither the subjects nor others should suffer.



## ORDERED:

That they should not go in anyone's compound, and in this case there will be no harm.

Dated 18th May 1842.

## Exhibit 121.

*Vernacular file regarding Mussoorie, Mussoorie Estates, &c., 1828—1842.*

Petition from Mahunt Swarup Das, dated 1st June 1842, stating that with the order passed on his petition, dated 15th May 1842, the cultivators are not satisfied. Therefore he requests that Mr. Wells will inspect the village Chamanpuri, &c., and order to be given back free of revenue a piece of forest to be kept separate for grazing and fuel purposes, so that the cultivators may be satisfied and may not desert their villages. In Dehra Dun the settlement of cultivated and forest land provided for one-fourth being left for grazing, &c.

## ORDERED:

That the cultivated land is within the Government holding and that needs no order. As for the forest land, they will not be prohibited from grazing, &c., till anyone applies for it, and a piece of forest land shall be allotted for ever.

Dated 1st June 1842.

## Exhibit 122.

*Vernacular file regarding Mussooree, Mussooree Estates, &c., 1828—1842.*

Petition from Mahunt Swarup Das, dated 8th June 1842, stating that he came to know from the tenants of village Chhajoli that cultivated land and grazing grounds have been surveyed and taken up by the bungalows and the compounds of gentlemen. The greater portion had before been taken to their great inconvenience and the rest also being taken will cause them still more inconvenience, and to desert the villages, &c.

## ORDERED:

That the cultivated land is within the boundary, but for the waste and forest land which is now taken within Government boundary rent shall be fixed, and until anyone takes it they will not be prohibited from grazing cattle, &c.

## Exhibit 123.

*Vernacular file (Correspondence) regarding Mussooree,  
Mussooree Estates, &c., 1828—1842.*

Translation of *rubkar* of the Court of the Special Commissioner (Mr. F. Wells) of Settlement of Mussooree. Dated 22nd August 1842.

"Unoccupied land, Tiba Kalakar, on the south.—342 acres or 1,642 beeghas.

"As this unoccupied land is within Mussoorie, and as it is not in the possession or occupation of anyone, it is deemed proper to enclose it within Mussooree limits.

"When anyone requires a portion of this land, it shall be put up to auction and sold according to the usual custom, two-thirds of the sale proceeds of any land belonging to the Rajah of Tehri or the Mahunt of Dehra being given to the Rajah or the Mahunt, as the case may be, and one-third to the Committee. The land on lease with tenants shall rest entirely at the disposal of the Committee.

"Ordered that the land be enclosed within Government limits. When anyone requires a portion of the unoccupied ground, it shall be given him after auction.

"The zemindar has the right to land on lease, and the Government has a claim to the proceeds of land not on lease.

"Two-thirds of the proceeds of land belonging to the Rajah and the Mahunt, shall be given to the Rajah or the Mahunt, as the case may be, one-third being given to the Committee.

"Until the land is required for building purposes, there shall be no prohibition to cattle grazing and the use of fuel on it."

Exhibit 124.

*Vernacular file re Mussoorie, Mussoorie Estates 1828—1842, file No. 75 in Bastah No. II.*

Rubkar, dated 1st September 1842, re Settlement of Grant Woodcroft, in mauzas Tonata and Chamansari of Raja Garhwál and Mahant Dehra, property of Adjutant Cautley.

The register of Dehra Dún shows Rs. 5 as agreed upon for 52 bighas of land and Rs. 4 for 80 bighas in plot No. 82. On a comparison of the actual and recorded boundaries that towards the khud appeared much extended. The statements of the zamíndárs of Chamansari and Tonata were recorded and, as both have demanded an enhancement, Rs. 9 have been fixed as rent due to the Raja alone and Rs. 5 as due to the Raja and Mahant jointly. The present survey shows the land to be 201 acres or 685 bighas. Rs. 5 have now been added to the original rent in difference to the zamíndár of Tonata's demand and Rs. 6 for the extra land taken up. The total rent comes to Rs. 20, of which Government will receive Rs. 6-10-0, the Mahant Rs. 2-3-0, and the Raja Rs. 10-14-0.

Exhibit 125.

*Vernacular file re Mussoorie, Mussoorie Estates, &c., 1828—1842.*

*Translation of rubkar of the Court of the Special Commissioners (MR. F. WELLS), dated 4th September 1842.*

*Settlement of unoccupied lands of grant Jabarkhet, the property of Government consisting of 2,975 acres or 14,200 bighas.—As this unoccupied land is worth being enclosed within Mussoorie limits it is deemed proper to have it so done, its disposal resting with the Committee.*

When anyone shall require a portion of the unoccupied land, it shall be put up to auction and sold according to the usual custom. Two-thirds of the sale-proceeds shall go to the Raja of Garhwál or the Mahant of Dehra, to whomsoever the land sold belongs, the balance one-third remaining with Government, i. e., the Committee. Until required for building purposes the villagers to whom the land belonged are to have the right of grazing and collection of fuel on them.

ORDERED

That the land shall be enclosed within municipal limits and that the land shall be granted after auction according to the usual custom, two-thirds of sale-proceeds going to the Raja of Garhwál or the Mahant of Dehra, the Committee keeping the balance and that there shall be no prohibition to the use of pasturage and forest wood.

Exhibit 126.

*Vernacular correspondence No. 71 on the English list, Bastah No. I, Wells' Settlement.*

*Translation of a receipt.*

I, Rama Dutt Joshi, agent of Raja Sheodarshan Shah, Sahib Bahádur, do hereby acknowledge receipt and take possession of the sum of Rs. 502-13-8 (rupees five hundred and two, annas thirteen and pies eight only) half of which amounts to Rs. 251-6-10 (rupees two hundred and fifty-one, annas six and pies ten only) from

the office of Mr. F. O. Wells, Special Commissioner, on account of arrears of ground-rent for bungalows belonging to house owners in Mussoorie and Landour within the territory of the said Raja, up to April 1842, which was collected through the office of Special Commissioner of Mussoorie settlement and which, by distribution according to our consent, came to the share of Raja Sahib excluding  $\frac{1}{3}$  as Government share. Therefore these few sentences are written as a receipt to serve in future—Dated 20th September 1842.

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**Exhibit 127.**

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*Vernacular file 1828—1842 regarding Mussoorie, Estates, Settlement, &c.*

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*Translation of a letter from MR. F. WELLS, Special Commissioner, to the Raja of Tehri, dated 24th September 1842. No. 95 on the English list Bastah No. II, vernacular correspondence (Wells' Settlement).*

A new settlement is taking place in these parts. The outstanding balance of ground-rent up to April 1842 has been collected, and that realized on account of your land up to the 19th September of the current year, after the deduction of one-third, has been handed over to your agent, Rama Dutt Joshi, and from May of the current year a new and permanent settlement has come into force. A copy of the Register will be given to your agent, where you will find that one-third of the ground-rents has been allotted for road repairs and protection expenses, the Government being responsible for the management and collection of rent. As regards the Landour Cantonment area, which your agent claims has been extended, the matter has been reported to headquarters and requisite orders will be issued. In the waste-lands, mountains, and forests of your territory now included within the boundaries of Mussoorie, it is proposed to bring the British law into force. Until such lands are applied for, the zamindárs of your territory will not be prohibited from grazing cattle and collecting fuel, and, when any portion is applied for and taken up, the rate according to the current settlement, will be one anna per bigha, two-thirds of the rent so due being payable to you and one to Government, that is to the Committee.

Under these circumstances you should send a letter agreeing to Government's proposal to take the one-third share of the rents and making over to the Government the waste-land for the extension of its dominions. You are therefore asked to send a letter framed in the following terms:—

"I agree to the Government's proposal in the new settlement to take a one-third share of the rents and I make over for subjection to British law to the Government as much of my territory as is included in the boundaries of Mussoorie."

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**Exhibit 128.**

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*Vernacular file re Mussoorie, Mussoorie Estates, &c., 1828—1842.*

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[TRANSLATION.]

*Copy of rubrik dated 14th October 1842, from the court of MR. F. O. WELLS, Special Commissioner.*

A report containing proposals as to the settlement of intra-cantonment grants was forwarded by docket dated 25th May 1842 to Government, but a letter has been received in reply refusing sanction to the imposition of ground-rent on these grants. According to the Government order ground-rent should not have been assessed on

these 58 grants, which should merely have been registered. So the following grants are entered in the register :—

110. Landour Basar	140. Government waste land.
111. Theopie Lodge.	141. Government waste land.
112. Market Hill.	142. Oaklands.
113. Landour Basar.	143. Oak Cottage.
114. Daulstabad.	144. Oak Bank.
115. Douglas Cottage.	145. Bothwell Bank.
116. Eglantine Cottage.	146. Elworth Cottage.
117. Ivanhoe Cottage.	147. Baona Kieta.
118. Emma Cottage.	148. Giana quogh.
119. ...	149. Mont Gadge.
120. Vulcan's Corner.	150. Wolf's Craig.
121. George's Hope.	151. The Eyebrow.
122. Ross bank.	152. Hayward's Lodge.
123. Edenfell bank.	153. Edge Hill.
124. Sunny bank	156. Dhobighat.
125. Hazelwood.	158. Sister No. 1.
126. Lancer Lodge.	159. Sister No. 2.
127. Slateville.	160. Short's Cottage.
128. Strawberry Hill.	161. Prospect Lodge.
129. Government waste land.	162. Pierpoint.
130. Government waste land.	163. Wedge Hill.
132. Moulson.	164. Government waste land.
133. Wolf's burn.	165. Widow's Cottage.
134. Longwood.	166. Mont Pelier.
135. North and West End Cottages.	167. Doctor's house.
136. Peter borough Cottage.	168. Apothecaries' house.
137. Cottage.	169. A piece near the Hospital.
138. Rectory.	170. Garden.
139. Oak Bnn (illegible).	171. Orchard.

It has not been considered necessary to enter in the register either Government buildings or the two plots of 700 and 300 bighas of land, for which the Raja of Tehri and the Mahant are paid respectively Rs. 70 and Rs. 30 (as may be seen from the Dehra Dún office papers and the petitions filed by the agents of the Raja and Mahant).

The agents of the Raja and of the Mahant say that cantonments occupy more ground than that covered by the ground-rent, and apply that either the grantees be assessed to ground-rent or that Government pay something extra. The boundary of the Landour cantonment has not yet, however, been demarcated and nothing can be done with regard to the alleged extension until a reply is received to the report on the question of the boundary submitted to Government. I want to close this office to-morrow, the 15th instant. It seems advisable therefore that the Raja and the Mahant continue to be paid Rs. 70 and Rs. 42, respectively, for Landour cantonments, and that my successor be guided in his action as to the alleged extension by the reply to my report, when received.

#### ORDERED

Under the Government order the above intra-cantonment estates are not to be assessed to ground-rent. The Raja and the Mahant are to continue to receive Rs. 70 and Rs. 42, respectively. As regards the demarcation of the cantonment boundary and assessment of rent on the extensions the officer in charge of this office will be guided by the reply to the report on the subject.

#### Exhibit 129.

*Miscellaneous English correspondence of 1842 (Wells' Settlement).*

MY DEAR WELLS,

Finding that I have a list of areas here and the information you require not taking a couple of minutes to get at here it is—

**Area of Landour.**

Acres 1,977, 9/10—bighas (1,008 33/100 square yards) 9,487.

Yours sincerely,  
M. BROWN.

— — — — —  
Exhibit 130.  
— — — — —

*Miscellaneous English correspondence of 1842 (Wells' Settlement).*  
*Letter from CAPTAIN W. BROWN, officer appointed to survey Mussoorie and*  
*Landour to F. O. WELLS, Special Commissioner.*

CAMP NEAR UMBALAE, 25th February 1842.

MY DEAR SIR,

I have been instructed to survey the estates at Mussoorie as soon as I have finished the work here and address you on the subject.

I enclose a lithographed form for the plan of an estate of which 200 have been received. The scale is four times larger than the revenue survey plans, and I should think would answer the purpose of the smallest divisions of property. There will be a general plan of all the estates prepared on a scale of 40 of chains to an inch or two inches to a mile.

The local beegha of Deyra Dhoon is 1,008 33 square yards: it is the third of Archer's beegha of 3,025 square yards, the side of which is 60 guz of 33 inches or 55 English yards. All the assessments and measurements in the Dhoon by the Superintendent have been made in the beforementioned local beegha, and I suppose it is the one you would wish the returns to be reduced to.

It appears some of the estates and compounds are partly in the Gurhwal territory, the Government lands, and the Mahunt's jagher. Probably you will be able by the aid of the Local Authorities, the records of the estates, and by the zameendars themselves to adjust the extent of the several portions of an estate so situated, which will save much time to the survey.

I hope the above suggestions will meet your approval and remain

Yours very truly,  
W. N. BROWN.

— — — — —  
Exhibit 131.  
— — — — —

*Miscellaneous English correspondence of 1842 (Wells' Settlement).*

[EXTRACT.]

*Meerut, 29th March.*

MY DEAR WELLS,

I quite agree in the view you have taken of every question. I would certainly make the owners of two adjoining houses point out the boundary of each, or else, when the owner sells one of them, there will be no boundary recorded.

The boundaries of both once recorded, if the owner desires to alter them he can have the alteration recorded so much the easier with reference to the line of boundary entered in the register. Grierson for instance has five houses I believe, when he goes he will probably sell them separately and then litigation may hereafter ensue the same as if the present officer and establishment had never been appointed.

You certainly require ground for a Mussoorie Bazar and I would take what I wanted; if you take any useful ground (which you will not require to do) compensation must be made from the local funds; but I consider that you are at liberty to take useless ground so long as you do not inconvenience any one by the arrangement; for instance I would not take a piece where a shop could be established and the

bunees enabled to look into a lady's dressing room. Your sketch is quite intelligible. You may not agree with the sweeping view I have taken of the right of Government to take what they want for public purposes; but I hope you will be able to manage to have the bázár somehow. I hope Brown will get on quickly with the survey, for when the rains once commence the mists will prevent him from taking his angles and he will not be able to go down into the kuds.

&c.                      &c.                      &c.                      &c.  
&c.                      &c.                      &c.                      &c.

Lord Ellenborough has not yet determined on coming up or remaining; he is determined to get Cabool again, but not to keep it I hope. With kindest regards to Mrs. Wells believe me very

Yours, &c.,  
(Sd.) G. F. FRANCO.

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Exhibit 132.

*Miscellaneous English correspondence of 1842 (Wells' Settlement).*

[COPY.]

*Secretary's Office, Road Committee, Mussoorie, April 3rd 1842.*

DEAR SIR,

I have the pleasure to acknowledge the receipt of your letter of this date, enclosing a sketch of land to be appropriated for the extension of the Mussoorie bázár. You have omitted to forward the names of the applicants for shops. On your doing so their claims shall be duly attended to, and your instructions regarding the use of grass in the construction of sheds or jaumps shall be fully carried out. I am directed to express the thanks of the committee for the trouble you have taken in enabling them to carry out their plans.

Believe me

Yours faithfully,  
(Sd.) F. ANGELO,  
*Secretary, Local Committee.*

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Exhibit 133.

*Miscellaneous English correspondence of 1842 (Wells' Settlement).*

*Letter from M. BROWN, Officer Surveying Landour and Mussoorie, to*

*F. O. WELLS, Esq., Special Commissioner, dated 10th May 1842.*

MY DEAR WELLS,

Before I go on any further it will be as well to make certain the beegha to be used on the Register. 1008 and 333/1000 square yards is the beegha of the Dhoon, the length of the Junub of which is 31 754-1000 yards. This is the beegha used in the registers of the Dhoon Revenue Survey including the hills, and the khasra or Persian detailed field measurements Dwara Bungong, Sumalee, Kund Parsee, Doodhlee Bbuthur Udhmewala, Kalureegad, Gopcewala Daen, Jharapance, Keear-koollee, Bhutta, Beturli, Misrae Pattae, Kuthaputhur Binahur, Malskote Gudoul, all hill estates, many of them composing the Settlement of Mussoorie were all made in this beegha, and it will be very strange if there is a different beegha in use here.

The differences of the present survey with the former will be great and to make sure of our proceeding the beeghas should be established and fixed.

If you will send me the jureeb your mirdhas have been using I will let you know what it is.

Yours sincerely,  
M. BROWN

## Exhibit 134.

*Miscellaneous English correspondence of 1842 (Wells' Settlement).*

*Letter from CAPTAIN BROWN, officer appointed to Survey Mussoorie and Landour to F. O. WELLS, Esq., Special Commissioner.*

10th May 1842.

MY DEAR WELLS,

Jahangoor Khan has attended with his jureeb, which is 53-44 square yards, the side of a pukka beegha of 2,851 square yards. But he says his himab is given in the Dhooa beegha which is a kucha beegha one-third of the above. Therefore his beegha is 950 square yards. It ought to be 1008-33, but as he has a rope jureeb it comes as near the mark as I have found mirdhas rope jureeb in general.

Jahangoor Khan says White Park forest was 9 jureeb long and 5 broad, which is 45 pukka beeghas. They ought to have multiplied that by three equal to 135.

This confusing of measurements is merely the old story of chicanery and which could have been prevented by insisting on the jureeb being 31½ yards. But Jahangoor Khan says it is the hookum to have the full pukka jureeb of 60 guz and to reduce the measurement to kucha beeghas.

He fully understands that the Dhooa beegha is a kucha beegha and that the beegha here is the same and that all the measurements made here have invariably been in kucha beeghas.

Let me know your final decision on the subject.

Yours sincerely,  
W. N. BROWN.

## Exhibit 135.

*Miscellaneous English correspondence of 1842 (Wells' settlement).*

*Letter from MR. G. BACON, Judge of Saharanpur and purchaser of Oakville from CAPTAIN CAUTLEY, to MR. F. O. WELLS, Special Commissioner.*

Saharanpur, 13th May 1842.

MY DEAR WELLS,

By all means separate my estate from Cautley's. The boundaries are all marked dividing them and were shown to Brown's people when they came to measure. Mark them off properly please, and let us have separate registers, and do you settle the rent each is to pay. Ewer's house Oakville was built in 1836-37. I quite agree in the propriety of paying a proper rent for all lands held in the mountains. All I say is that the money should go into the pockets of the real owners of the land, not the Government. You will find that some arrangement was entered into by the Government with the semeendárs or semeendárs and the Tehree Raja for the land occupied by the Government cantonment at Landour. They thus in their own case admit the ownership of semeendárs, and yet in ours they wish to make us pay for land which does not belong to them. Assess the samfndárs as much as may be deemed equitable. Mark out the boundary of each estate properly, and allow the samfndárs to make their bargains with the owners of houses. This is what I consider equitable. I will take means to pay the Rs. 60 due for rent to Williams.

I enclose you an order of Lord Ellenborough's glowing enough; it will make him popular with the army. It is no more than the gallant Jehalabad Bard deserves. When read send to Mrs. Cautley please. It is a Government document and must be returned to me.

Yours sincerely,  
(Sd.) E. BACON.

## Exhibit 136.

Miscellaneous English correspondence of 1842 (Wells' settlement).

Letter from MR. J. THOMASON to MR. F. O. WELLS, Special Commissioner.

Allahabad, 22nd June 1842.

MY DEAR WELLS,

I cannot undertake to say whether the principles regarding the right of the zemindars are absolutely correct, but the rule asserted now by Government was fully considered and deliberately assumed by Holt Mackenzie and other able men, when they visited the Dboon and made careful enquiry on the spot. All that I have said was then before them and none can read his productions, without seeing how strangely opposed he was to settling in the hills and how hard he laboured to raise impediments. If you make enquiry you will find, I suspect, that the Rájah and Mohant keep all they get. I do not see why we should give more than they do, or more than we have already agreed to give. Be this however as it may, nothing more can now be given without a clear and full statement of the case and application to Government for approval of a practice so much opposed to former rules. If I understand your proceedings in the cases mentioned in your letter, you are in a dilemma. Either the grantees did or did not hold the lands you have assigned them. If they did, the zemindars were fully compensated before; if they did not, then you are not acting judicially, but giving new grants, which is opposed to the instructions. Your proceedings will never be captiously scrutinized, but I cannot help thinking you have insensibly to yourself and possibly on good grounds assumed a discretionary power, which the rules do not give you and which, when you come to have your proceedings questioned and brought to the test, you will find occasion you, much trouble. Think over this. The rules probably may be faulty and defective enough but still they must regulate decisions till they are altered.

As to the cantonments. If Government only took a certain quantity of measured land, I cannot see how you can allow them more. Occupation here totally fails. That only which was taken at the time can be called cantonments. Subsequent extensions though left in the hands of individuals cannot be recognized as within cantonments merely to please and satisfy those individuals. You have a case thus, which no Government or military authorities could withstand.

As to Everest's case, the copy of the register which you sent gave the *panudhal* as the northern boundary and the map showed the Pioneer road to lie to the north. On the papers you sent us I don't see how we could have come to any other conclusion, if the principle laid down by Government were maintained. Your argument quite set aside that basis, or rather did not advert to it, but went generally on the fairness and expediency of preventing individuals from spoiling good sites.

Will you kindly give me a few lines to say when you expect to close your proceedings and what advance you have made. These rains, I fear, will stop you or at least very much impede your progress. It is pouring here and has been for the last week to the great joy of all interested in the produce of the earth from the kutchha assameses to the Governor General. There has been some bad work in Bundelcuud, but I believe it has all now blown over and the chaps may look for a proper thrashing in the cold weather, as a good force is to be collected for their special chastisement. Our Governor General is living very comfortably and quietly at Currie's house here. He is very affable and kind to all, and makes himself very agreeable. Some foolish stories are apt to get about regarding disturbances and alarms in the country here, but don't believe a word about them. There is no more than an average of burglaries, petty dacoities and assaults, and we well enough know that there are not half a dozen men between Cape Comorin and the Himalayas



who would not be glad to cut all our throats, if they could and if they dared. We are in no more danger of that than we have been ever since the battle of Plassey.

Remember me kindly to Mrs. Wells.

Believe me,  
Yours very sincerely,  
(Sd.) J. THOMASON.

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Exhibit 137.

*Miscellaneous English correspondence of 1842 (Wells' Settlement).*

*Letter from CAPTAIN P. CAUTLEY to MR. WELLS, Special Commissioner.  
Manukmow, 3rd July 1842.*

MY DEAR WELLS,

My visiting the hills is quite out of the question; so I don't know how to manage the division, but you talk of six estates. I am only aware of four.

I pay rent for Oakville up to the 30th of June 1842, after which Bacon will pay it. So if you will let me know what to pay, I will send you a remittance.

I am not sufficiently acquainted with the argument to say much here, but I have after a long dubitation made up my mind to a doubt as to how 2 annas a beegba is to be levied for ground which is *bond fide* included in my original estate, rented from the villages, but *kya janne*, what is writ is writ. If you have given me ground for two more estates, I shall certainly be very glad to pay for them.

Yours very truly,  
P. CAUTLEY.

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Exhibit 138.

*Miscellaneous English correspondence of 1842 (Wells' Settlement).*

*Letter from MR. G. BACON, Judge of Saharanpur, to Mr. F. C. WELLS.  
Saharanpur, 23rd July 1842.*

MY DEAR WELLS,

I will pay of course whatever rent is due for Elcott. Oakville, and the garden only became mine last month on V. Cautley's public note which I sent you. I shall be up the hill early next month, and will come and see you and talk about this rent business. Pray make your folks show me how the money is due. I tell you fairly that I am prepared to kick and deuced hard too, tho' no doubt the Government will get the better of me on the *sic volo, sic jubeo* plan, nor do I mean to disobey their positive orders, but I mean to show the injustice of levying more rent from me than the zemendars demand. However I will explain this to you when we meet, and give you a skreel' if requisite.

Best wishes to Mrs. Wells, and believe me

Yours sincerely,  
G. BACON.

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Exhibit 139.

*Register of 1830 No. 9, Department IX, in the Register of Registers of  
Superintendent's Office.*

*Letter from the Adjutant-General of the Army to the Secretary to Government,  
dated 21st June 1830.*

No. 480.

To

THE SECRETARY TO GOVERNMENT,

*Military Department.*

SIR,

Major-General Sir I. Nicolls having submitted to the Commander-in-Chief his opinion, that it would be advisable to define the limits of the Depôt at Landour with the view of securing, under the sanction of authority, all the ground that may be available for public purposes, and the Commander-in-Chief concurring with the

Major-General in the opinion he has expressed, I am commanded by His Excellency to request you will bring the subject under the consideration of the Governor General in Council.

Should His Lordship in Council not object to the measure proposed, the Commander-in-Chief recommends that the civil authority in the vicinity of Landour be instructed to act in concert with the Officer Commanding the Depôt, and that a sketch of the limits that may be eventually defined, be forwarded for the consideration and orders of Government.

3. I enclose a plan of the depôt, which when no longer required, I request you will have the goodness to return.

ADJT.-GENERAL'S OFFICE,  
PRSY. OF FORT WILLIAM: }  
21st June 1830.

I have, &c.,  
(Sd.) C. FAGAN,  
Adjutant-General of the Army.

**Exhibit 140.**

*Register of 1830, No. 9, Department IX, in the Register of Registers of Superintendent's Office.*

*Copy of a letter No. 106, dated 9th July 1830, from the Secretary to Government, Military Department, to the Adjutant-General of the Army. No. 106.*

To  
THE ADJUTANT-GENERAL OF THE ARMY, *Military Department.*

SIR, I have had the honour of laying before Government your letter No. 430 under date the 21st ultimo, recommending by direction of the Right Honourable the Commander-in-Chief, that the limits of the depôt at Landour be defined, with the view of securing, under the sanction of authority all the ground that may be available for public purposes.

2. For His Excellency's information, I am directed to state in reply, that Major Young, the officer in civil charge of the district, will be instructed to co-operate with the officer commanding the depôt, in determining and defining the limits of the military station at Landour.

3. Major Young will be further instructed to submit, for the information of Government, a sketch exhibiting the extent and boundary of the station as fixed by him, in communication with the officer commanding the depôt.

4. The plan of the depôt received with your letter is herewith returned.

I am, &c.,  
(Sd.) WM. CASEMENT, COL.,  
Secretary to Government, Military Department.  
(True Copy.)  
(Sd.) WM. CASEMENT, COL.,  
Secretary to Government, Military Department.

COUNCIL CHAMBER: }  
The 9th July 1830. }

**Exhibit 141.**

*Register of 1830, No. 9, Department IX, in the Register of Registers of Superintendent's Office.*

*Copy of a letter from the Secretary to Government, Military Department to the Superintendent, Jaunsar and Bhawar Deyrah. No. 107.*

To  
MAJOR F. YOUNG,  
Superintendent, Jaunsar and Bhawar,  
Deyrah, Military Department.

SIR, With reference to the copy herewith transmitted for your information of a letter No. 490, from the Adjutant-General of the Army, under date the 21st ultimo,

and of the reply given this day by order of Government, I am directed to request that you will place yourself in communication with the officer commanding the depôt at Landour, for the purpose of settling and defining the limits of the military station at that place.

2. I am further directed to request that you will submit for the consideration and orders of Government, a sketch exhibiting the extent and limits of the convalescent station at Landour, as fixed by you, in communication with the officer commanding the depôt.

FORT WILLIAM : }  
The 9th July 1830. }

I am,  
SIR,  
(Sd.) WM. CASEMENT, COLONEL,  
Secretary to Government, Military Department.

Exhibit 142.

*Despatch letter book from 1828 to 1831, No. 6, Department IX, in the Register of Registers of Superintendent's Office.*

*Copy of a letter No. 14, dated 21st October 1830, from the Superintendent, Dehra Duh, to Colonel CASEMENT, C. B., Military Secretary to Government, Fort William.*  
No. 14.

To

COLONEL CASEMENT,  
Military Secretary to Government,  
Fort William.

SIR,

I have the honour to inform you that in obedience to the instructions contained in your letter No. 107 under date the 9th July 1830, I awaited on Major Tovey, commanding the Depôt at Landour, for the purpose of settling the limits of that military station, and I have now the honour to enclose a sketch, showing the boundary line fixed on, at the angles of which I have recommended pillars been erected: the inner red line shows the quantity of ground taken in by Colonel Parker, as measured by me for which remuneration was allowed by Government to the Rajah of Garhwál, to whose territory, and Muhant Swarup Das, to whose Jaggeer the land belonged: the outer red line defines the boundary fixed by Major Tovey and myself and the blue line which is determined by the fall of water on either side of the ridge occupied, divides the two, that on the south and east belonging to the Muhant, and that on the north and west to the Rajah of Garhwál.

I have now to draw your attention to the space within the yellow lines marked "Lieutenant Tuckett's" and "Lieutenant Mackay's." By the first measurement these estates were not within the limits of Cantonments, consequently these officers were permitted to make an arrangement with the zamíndárs the same as others agreeable to the arrangement submitted by me through the Commissioner and sanctioned by Government.

The new boundary fixed on now takes in all Lieutenant Mackay's estate and part of Lieutenant Tuckett's for which they pay rent to the zamíndárs. I beg therefore to solicit the orders of His Lordship as to whether the agreement made by those officers previous to the new boundary line being fixed, is to stand good, or whether the ground so taken into Cantonments is to be paid for by Government, and the bungalows of those officers placed under the rules which are applicable to private property within the limits of any other Cantonments.

DEHRA DOON :  
SUPERINTENDENT'S OFFICE, }  
The 21st October 1830.

I have, &c.,  
(Sd.) F. YOUNG,  
Superintendent.

Exhibit 143.

Translation of Endorsement on copy of map accompanying Exhibit 144.

چون در ماه ستمبر سنه ۱۸۳۰ ع زمایش اراضی شده کرایه الزود گردیده مگر کرایه مقدره سابق تا ستمبر خواهد پالت و الزودگی کرایه از ستمبر سنه ۱۸۳۰ ع لغایت اگست سنه ۱۸۳۱ ع دهانیده خواهد پالت

~~As in September 1830 land being measured, the rent was enhanced, the rent previously fixed up to September will be paid, and the enhanced rent from September 1830 to August 1831 will have to be paid.~~

Land being measured in 1830, the rent was enhanced, rent previously fixed will be paid up to September, and the enhanced rent will have to be paid from September 1830 to August 1831.

• ماه ستمبر سنه ۱۸۳۰ ع بموجب عبارت هندی زمایش کارخانه سوکاری مقام لندهور گردید  
According to the writing in Hindi, the survey of the Government Kārkhānā of Landour was made in the month of September 1830.

Exhibit 144.

Despatch letter book 1828 to 1831, No. 6, Department IX, in the Register of Registers of Superintendent's Office.

Copy of letter No. 15, dated 23rd October 1830, from the Superintendent to COLONEL TOVEY, Commanding the Depôt, Landour.  
No. 15.

To  
COLONEL TOVEY,  
Commanding the Depôt,  
Landour.

SIR,  
I have the honour to transmit a rough sketch of the military post of Landour with the boundary lines fixed as proposed by you, and I think it would be well to order boundary pillars to be erected at the angles as marked in the sketch. I have transmitted a copy to the Military Secretary to Government and requested instructions regarding the estates of Lieutenants Tuckott and Mackay, which by the new boundary has been brought within the limits of cantonments.

I have &c.,

DEYRAH DOON :  
SUPERINTENDENT'S OFFICE,  
The 23rd October 1830.

(Sd.) F. YOUNG,  
Superintendent.

Exhibit 145.

REGISTER OF 830, No. 9, Department IX, in the Register of Registers of Superintendent's Office.

Copy of a letter No. 106, dated 3rd December 1830, from the Secretary to Government, Military Department, to the Superintendent, Deyrah Doon, and Political Agent, Garhwdl.

No. 106.

To  
MAJOR F. YOUNG,  
Superintendent, Deyrah Doon, and Political Agent, Garhwdl.

SIR,  
I have the honour of acknowledging the receipt of your letter No. 14, under date the 21st October last, transmitting a sketch exhibiting the boundary of the military station at Landour, as fixed by yourself and the officer in command of the Convalescent Depôt.

2. That portion of the ground rented from the zamindars by military officers, which, lying within the new boundary has become a part of the military station, will in future be paid for by Government, and the bungalows thereon erected will be held by the proprietors on the same condition as similar property is held within the limits of the Military Cantonments.

I am, &c.,

FORT WILLIAM:  
3rd December 1830. }

(Sd.) WM. CASEMENT, COLONEL,  
Secretary to Government, Military Department.

Exhibit 146.

REGISTER OF 1830, No. 9, Department IX, in the Register of Registers of Superintendent's Office Endorsement, with No. 106, dated 3rd December 1830.

Order to Tahsildar.

Order the Tehsildar to inform the zamindari of the Rajah and Mahant that all the land within the limits of the Cantonment last marked out is to be considered belonging to Government from henceforth; the rent will be defrayed by Government and all demands against individuals for ground within the limits of the cantonment of Landour will cease.

A letter to be written to Lieutenant Tuckett and another to Lieutenant Mackay informing them of the orders of Government to this effect.

(Sd.) F. YOUNG.

Exhibit 147.

Despatch letter book 1828 to 1831, No. 6, Department IX, in the Register of Registers of Superintendent's Office.

Copy of letter No. 69, dated 17th February 1831, from the Superintendent Dehra Doon, to COLONEL CASEMENT, Military Secretary to Government, Fort William.

No. 69.

To

COLONEL CASEMENT,

Military Secretary to Government,  
Fort William.

SIR,

I have the honour to transmit copy of Lieutenant Tuckett's letter of His Majesty's 11th Dragoons, with its original enclosure, in reply to my communication of the orders of Government regarding his bungalows at Landour being by late arrangements, brought within the boundary line of the depot.

Similar plans, now in circulation, state the price of the bungalows to be Rs. 3,500 and Rs. 1,800, which information appears to have been cut off the enclosed, consequently under any circumstances I cannot recommend the purchase of Lieutenant Tuckett's bungalows at what he terms a fair valuation.

DEYRAH DOON:  
SUPERINTENDENT'S OFFICE, }  
17th February 1831

I have, &c.,  
(Sd.) F. YOUNG,  
Superintendent.

## Exhibit 148.

RECEIVED letter book Volume I of 1831—No. 10, Department IX, in the Register of Registers of Superintendent's Office.

Copy of a letter dated 16th January 1831, from HARVEY TACKETT, Esq., to the Superintendent, Dehra Doon.

Cawnpore, January 16th, 1831.

Sir,

I have the honour to acknowledge the receipt of your letter No. 52 of the 8th January 1831, containing an extract of a letter from the Secretary to Government under date 3rd December, 1830, viz.—

"The portion of the ground rented from the zamindars by Military officers which, lying within the new boundary, has become a part of the Military station, will in future be paid for by Government, and the bungalows thereon erected will be held by the proprietors on the same conditions, as similar property is held within the limits of other military cantonment.

1. I lose no time in replying for the information of Government as I feel it would be an injustice to myself not to remonstrate against the property being placed within the conditions of property held in other military cantonments, and further as there is no analogy in the present case, of ground held under lease from the zamindár, and ground granted by Government in military cantonments under certain restrictions previously expressed and understood by both parties.

2. The Government sanctioned the arrangement made by you for allowing officers wishing to build in the hills to take ground, for which they were to enter into a private agreement with the zamindars: this agreement being completed and registered in the court at Deyrah was to be binding on all parties, and the Government having sanctioned the arrangement through became a party to the agreement equally with the lessee and the zamindár.

3. In consequence of a dispute relative to a building site situated on my property a new boundary was ordered to be fixed to the cantonment which at that time contained only one hundred and seventy-three puckah beegahs, and on extending the boundary a road through my property made by me for my own convenience was fixed upon as one of the cantonment limits, thus throwing three-fourths of my property within, and the fourth part without the cantonment.

4. By the arrangement offered in the extract in your letter of the 8th January 1831, viz., that Government will pay for the ground within the new boundary my lease of the fourth part and the house thereon, would be injured, nor could I be certain but that a future period this also might be contained in a new boundary to be formed.

5. The property has been obtained by me by right of lease for one hundred years entered into with Sibboo, zamindár, registered in the court of Deyrah by you under the sanction of Government without any restriction or retaining power being vested in their hands.

6. The lease has also been acknowledged as valid and without a reclaiming power by Siddhaurun Shah Bahadur, Rajah of Tehri, in your presence and that of my moonshie.

7. The course open to the Government if they wish to obtain a right over the property is to purchase my lease, and the houses and material at present on the property at a fair price, viz., Six thousand sicca rupees. I am not aware of any instance upon record of the property of an individual having been injured by a British Government without his receiving a proper remuneration, and that mine would be so by being placed within a military cantonment and subject to cantonment regulations there can be little doubt; as not only might a forced sale of the property be made at the pleasure of the Commandant, but the executive officer might claim a right to quarry stone and fell timber, which are valuable on the property in question.

8. Having taken every legal precaution to obtain a clear title to the property and being convinced that my right cannot be justly interfered with, I shall await any communication you may be ordered to forward me in the firm conviction that the Government will either purchase the property or guarantee the same rights to me as previous to the cantonment being extended. I have the honour to enclose plans of the two houses.

I have, &c.,

(Sd.) HARVEY TUCKETT.

To

THE SUPERINTENDENT,  
*Dehra Dun.*

*Received letter book Volume I of 1831, No. 10, Department IX, in the Register of Registers, Superintendent's Office.*

A copy of this letter to be made out for the purpose of being for warded to the Military Secretary to Government with a letter which I shall write on my return to Deyrah.

RAJGHAT :  
The 23rd January 1831. }

(Sd.) F. YOUNG.

Exhibit 149.

*Vernacular file re Mussoorie, Mussoorie Estates, &c., 1828—1842. Bastak No. I, No. 104 in the English list prepared.*

(COPY.)

*Landour, 7th May 1829.*

Sir,

Being anxious to build a house at Landour in order that I may have a place of abode in case of sickness, at any future period, I have to request you will grant me the piece of ground on which Lieutenant Shaw and Lieutenant Hurrack's tents are at present pitched, the same piece of ground being two hundred and fifty yards long and four hundred broad and not being required by Captain McMullen for any public purpose.

I have, &c.,

(Sd.) H. TUCKETT, LIEUT.,  
*11th Dragoons.*

Certified that the ground alluded to by Lieutenant Tuckett is not required for public purposes.

(Sd.) R. McMULLEN,  
*Executive Officer, M. Division.*

To

LIEUT.-COL. PARKER,  
*Artillery,*  
*Commanding Landour Depôt.*

Granted.

(Sd.) C. PARKER, LIEUT.-COL.,  
*Commanding Landour Depôt.*

Exhibit 150.

*Vernacular file re Mussoorie, Mussoorie Estates, &c., 1828—1842. Bastah No. 1, No. 104 in the English list prepared.*

Registered in the court of Dehra Dun, this 5th March 1830.

ORDERED that the copy of this document be kept in this office and the original be returned to the said Sahib.

(Sd.) F. YOUNG,  
Superintendent.

OH, I (Shibbu) son of Hari Singh, caste Rajput Tuar, am a zamindar of mauza Tonatá, district Jaunpore, lying within the territory of Tehri of Maharaj Sheodarsan Shah, Bahadar. Since the beginning of January 1830 by the order of the said Raja, I have given into the possession and use of Captain Tuckett, 400 bighas (at present current) of land within the area of my village, on which situate the MR. bungalow of Captain Tuckett in Landour for one hundred years at an annual t of ground rent of Rs. 12. I do hereby declare and give in writing that I will receive BU, in the interval. Therefore have written these few sentences on account of rent to be a proof in future and of service at the time of need.

*Dated Landour, 1st March 1830.*

Exhibit 151.

*Received letter book Volume I of 1831, No. 10, Department IX, in the Register of Registers of Superintendent's Office.*

*Copy of letter No. 59, dated 4th March 1831, from the Secretary to Government, Military Department, to the Superintendent, Dehra Doon.*

To

MAJOR F. YOUNG,  
Superintendent,  
Dehra Dun.

SIR,

I am directed to acknowledge the receipt of your letter of the 17th ultimo, with the enclosures, and in reply to acquaint you that Government decline to purchase the bungalows belonging to Lieutenant Tuckett, His Majesty's 11th Dragoon at Landour.

2. Lieutenant Tuckett's letter, &c., is herewith returned.

I am, &c.,

FOET WILLIAM :  
The 4th March 1831: }

WM. CASEMENT, COL.,

Secretary to Government, Military Department.

Exhibit 152.

*Commissioner's judicial correspondence of 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.*

*Copy of letter No. 200, dated 11th August 1840, from the Assistant Political Agent and Joint Magistrate to the Political Agent, Dehra Dhoon.*

No. 200.

To

COLONEL YOUNG,  
Political Agent,  
Dehra Dhoon.

SIR,

I have the honour to forward a copy of a letter addressed to me by Colonel Beresford, Commanding at Landour, suggesting the propriety of a regular survey of the station being sanctioned by Government.



At the request of Colonel Beresford, I attended at Landour on the 2nd instant and endeavoured with his aid to define the boundaries of the cantonments, but the line traced on the map furnished by Lieutenant Graham of the Engineers in 1830, being merely an imaginary one, we found it quite impossible to accomplish the intended object.

I beg leave strongly to recommend that the measures proposed by Colonel Beresford may be sanctioned by Government, and I fully concur with him in the urgent necessity which exists that the boundaries of the station should be properly defined, and the limits extended so as to prevent the further-destruction of the Forest-trees in the vicinity.

The line decided upon by Colonel Beresford and myself will secure full protection in the respect (preservation of the trees) to a sufficient distance around the station; and the European gentry whose estates will be included in within the proposed boundaries, express their satisfaction at the measure as affording them protection in various ways which they could not otherwise command.

In thus including within the limits of the military station of Landour, estates which are the private properties of European and native residents, I beg to suggest that any interference with existing rights should be strictly forbidden, or the property of such residents would be seriously deteriorated in value by the measures recommended.

I have, &c.,

MUSSOORIE:  
POLITICAL AGENT'S OFFICE,  
The 11th August 1840.

(Sd.) I. FISHER, CAPTAIN,  
Assistant Political Agent and Joint Magistrate.

Exhibit 153.

*Commissioner's Judicial correspondence of 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.*

*Copy of a letter No. 232, dated 5th August 1840, from the Officer Commanding at Landour to the Assistant Political Agent, Mussoorie.*

No. 232.

*Landour, 5th August 1840.*

SIR,

I trust I shall obtain your testimony to the correctness of the following statements as being the result of a careful investigation made by you as Political Magistrate in these hills in conjunction with me as commandant of Landour;—

1. That having with us the only maps of the station in the Political Agent's office or the orderly room of Landour (those made by Lieutenant Graham of the Engineers in 1830) we proceeded to examine and determine the boundaries of the station, that all we found were imaginary straight lines drawn from certain points to certain other points, and that in most instances these points were not even visible from each other; that on one side (the south) the line divides the small bazar of Landour excluding part of it from the station, that it also excludes the Hon'ble Company's mule yard and sheds, where the cattle are kept for supplying water to the barracks; that it also in more cases than one divides the same property, leaving one portion within, and the other without the station; as may naturally be expected, where imaginary straight lines are made the boundaries amongst high hills where there are many properties bounded by natural objects. This unsatisfactory boundary occurs on the south side where, from the far end of the bazar of Landour a natural well

defined boundary exists, viz., a small ravine runs down to the stream of water which supplies the station. By following the channel of this stream to what is called the Dhobi's ghát, we obtain a well defined limit to the east, and so up a remarkable gorge to the north, from this by a line you were pleased to approve of and which is marked by imperishable landmarks a clear defined boundary of the entire station back to the starting point is obtained. Many desirable objects would be gained by fixing such a boundary amongst which would be the power it will give the authorities to settle disputes, and to fix the limits of the Commandant's jurisdiction.

I had the honor to explain to you, that I seek this boundary settlement solely for the purpose of protection. I find this station which is recorded to have been thickly wooded, is now three parts denuded of their beautiful forest trees which not only ornament the grounds, but form a screen from the sun to invalids who have suffered from its effects in the plains. The work of destruction is still going on, and the delinquents when caught invariably make the excuse that they did not know they were cutting wood within the station.

I think if the limits were fixed as I propose, that with that assistance you are always ready to afford me, I could prevent further destruction and save the trees which now exist.

I beg distinctly to disclaim all who may wish to interfere with existing property, rights and privileges; I would desire that such whether of Europeans or natives may be reserved and strictly maintained as they at present exist.

The barracks for the soldiers and quarters for the officers on duty here are ample for the average exigency, and in a station like this, where officers are, as a boon to themselves, sent on duty for a few months only, I cannot imagine that any fear need exist of that liability to which house owners in stations where entire regiments are quartered are subject. The trifling extension, beyond the present "imaginary" boundary (boundaries) which the proposed ones involved would be in all cases a very long way from the barracks which would continue as now in the centre of the station; and in no case will these boundaries interfere with or include the villages or cultivation of the native residents of these hills.

If I have stated this case fairly, and you concur with the view I have taken of it, I solicit your recommendation of it through the proper channel.

I will conclude by pointing out that there is a very talented surveyor Lieutenant Jones of the Engineers here at present; his health obliges him to remain on the hills, but I understand from his medical attendant that it will not prevent his undertaking the small labour of surveying in this good climate, and at a proper season, a station where the boundaries will be pointed out to him and he will doubtless be glad to lend the aid of his very superior abilities for so desirable a public object.

I have, &c.,

(Sd.) M. BERSFORD, COLONEL,

Commanding at Landour.

To

CAPTAIN FISHER,

Assistant Political Agent,

Mussoorie

(True Copy.)

(Sd.) I. FISHER, CAPTAIN,

Assistant Political Agent.

## Exhibit 154.

*Commissioner's judicial correspondence of 1840, No. 30, Department IX, in the Register of Registers of the Superintendent's Office.*

*Copy of a letter No. 82, dated 13th August 1840, from the Political Agent, Dehra Dhoon, to the Secretary to Government, N.-W. P., Agra.*

No. 82.

To

I. THOMASON, Esq.,

*Secretary to Government, N.-W. P., Agra.*

SIR,

The subject discussed in the accompanying letters from Colonel Beresford, Commanding the Landour Depôt, and Captain Fisher, Assistant Political Agent on duty at Mussoorie, being in connection with the arrangements now under consideration relative to the boundaries of estates, &c., occupied by the European community in the hills north of Dehra, I take the liberty of forwarding them in original for the information of His Honor the Lieutenant Governor.

I deem it requisite to explain that the existing boundaries were fixed on by Colonel Tovey, the officer then in command in 1837, and the survey and plan was made out by Lieutenant Graham of Engineers. The lines were drawn from point to point as described, and may be designated "imaginary" because there are no boundary pillars or particular khuds to define them: they only embrace the area which it was at that time supposed would be sufficient to contain all buildings likely to be required for the bázár, &c., &c.; the latter has, however, been extended several hundred yards beyond the limits then fixed on, and the mulesheds were built subsequent to the present boundaries being laid down beyond the line of demarcation, there being no open and convenient spot for the purpose within the limits of cantonments.

I concur in opinion with Colonel Beresford that a new boundary of the Military Depôt is absolutely necessary to include the bázár and mulesheds, and I am of opinion that the line now proposed by Colonel Beresford, and recommended by Captain Fisher, would be advantageous for the reasons pointed out. The ground which the arrangement proposed will bring within the limits of cantonments, and military protection belongs, on one side, to the Rajah of Garhwál, and on the other to the jagheer of the Mahant of Dehra and will include several estates which have already been rented to individuals. Should it be the wish of Government I anticipate no difficulty in making the necessary arrangements with the proprietors of the unoccupied lauds, that will thus be taken into cantonments, without interfering with existing tenures paying a fair rent for the ground that may thus be placed at the disposal of the military authorities. I therefore beg to recommend Colonel Beresford's proposal to the favourable consideration of Government.

DEHRA DHOON:  
POLITICAL AGENT'S OFFICE,  
The 13th August 1840.

I have, &c.,  
(Sd.) F. YOUNG,  
Lieutenant-Colonel, Political Agent.

## Exhibit 155.

*Commissioner's judicial correspondence of 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.*

*Copy of a letter No. 2580, dated 2nd September 1840, from the Secretary to the Government, N.-W. P., to the Political Agent, Dehra Dhoon.*

No. 2580.

To

LIEUT.-COL. F. YOUNG,

*Political Agent, Dehra Dun.*

SIR,

I am directed to acknowledge the receipt of your letter, dated 13th August, regarding the limits of the Landour Cantonment, and in reply to inform you that

the Hon'ble the Lieutenant Governor entirely approves the arrangement you propose for fixing and extending the boundary. You are authorized, accordingly, to enter upon the adjustment of the question with the Military authorities.

2. Any expense, which the measure will involve, will of course constitute a charge in the Military Department, and must be submitted for the sanction of the Military authorities.

3. A copy of this correspondence will accordingly be furnished to the Military Secretary to the Government of India.

AGRA : The 2nd September 1840.	}	I have, &c., (Sd.) I. THOMASON, Secretary to the Government, N.-W. P.
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P.S.—The original enclosures of your letter are returned, copies being kept for record.

Exhibit 156.

Judicial correspondence of 1840—43, No. 18 in the Register of Registers of the Superintendent's Office.

Letter from F. YOUNG, Esq., Superintendent of the Dun, to CAPTAIN J. FISHER, Assistant Political Agent, Mussoorie.

No. 93.

To

CAPTAIN FISHER.

SIR,

I have the honour to forward for communication to Colonel Beresford, Commanding the Depot, a copy of my letter to Government forwarding correspondence as per margin, together with Mr. Secretary Thomason's reply sanctioning the proposed arrangement for extending the limits of the Landour cantonments as proposed.

2. Colonel Beresford will make the necessary arrangement with Lieutenant Jones for the execution of the survey and plan. It will be requisite to mark off distinctly the quantity of ground taken in excess to that which is included within the present boundary line of cantonments for which rent is now paid by Government to the Rajah of Gurhwal and to the Mohaut, and also that which is included in private estates for which regular engagements have been entered into with the zamindars, which are not to be infringed or interfered with in carrying the present arrangement into effect, in order that a settlement may be made with the proprietors for the ground thus appropriated by Government in excess to that for which agreements have been entered into.

I shall order intelligent mootsuddies from the tahseel to be ready to attend when called for with authorized delegates from the Rajah of Gurhwal and the Mohaut of Deyrah, whose lands will be brought within the limits of cantonments in order that proper boundaries may be defined, and I shall be happy to furnish any other aid or information which the record of my office can afford to facilitate the completion of the survey.

DEYRAH DHUN : POLITICAL AGENT'S OFFICE, The 7th September 1840.	}	I have, &c. F. YOUNG, LIENT.-COL., Political Agent.
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## Exhibit 157.

Commissioner's judicial correspondence of 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.

Copy of letter No. 3042, dated 27th October 1840, from the Assistant Secretary to the Government of the N.-W. P. to the Political Agent, Deyrah Dhoon.  
No. 3042.

To

LIEUT.-COL. F. YOUNG,  
Political Agent, Deyrah Dhoon.

SIR,

In continuation of Mr. Secretary Thomason's letter No. 2929, dated 14th instant, I am directed by the Hon'ble the Lieutenant Governor to forward, for your information, copy of a letter No. 52, dated 7th instant, from the Secretary to the Government of India in the Military Department, and of the annexure received therewith.

AGRA :	}	I have, &c.,
The 27th October 1840.		(Sd.) W. EDWARDS, Asst. Secy. to the Govt. of the N.-W. P.

## Exhibit 158.

Commissioner's judicial correspondence of 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.

Copy of a letter No. 52, dated the 7th October 1840, from the Secretary to the Government of India, Military Department, to the Secretary to Government, N.-W. P.

(Copies.)  
No. 52.

To

THE SECRETARY TO GOVERNMENT, N.-W. P.,  
Judicial Department, Agra.

SIR,

With reference to your Despatch No. 2581, dated 2nd ultimo, I am directed to state, for the information of the Hon'ble the Lieutenant Governor, North-Western Provinces, that a communication on the subject of your Despatch having been made to the Military Board, the Board have expressed their opinion on the necessity of surveying the boundaries of the Landour cantonment, in a letter No. 3021, dated 25th ultimo, copy of which is herewith transmitted.

2. It will rest with His Honour to adopt such measures in the matter as he may deem expedient; but, in the reference to the proposed employment of Lieutenant Jones, in assisting in the survey, I am directed to observe that, that officer having been placed at the disposal of His Excellency the Commander-in-Chief, his services will not be available for that purpose.

FORT WILLIAM :	}	I have, &c.,
The 7th October 1840.		(Sd.) I. STUART, LT.-COL., Secretary to the Government of India, Military Department.

## Exhibit 159.

Commissioner's judicial correspondence of 1840, No. 30, Department IX, in the Register of Registers of Superintendent's Office.

Copy of a letter No. 3021, dated 25th September 1840, from the Military Board to the Governor General of India in Council.

No. 3021.

FROM

THE MILITARY BOARD,

TO

THE RIGHT HON'BLE GEORGE EARL AUCKLAND, G.C.B.,  
Governor General of India in Council.  
Fort William, 25th September 1840.

MY LORD,

We have the honour to acknowledge the receipt of Lieutenant Colonel Stuart's letter, No. 372, dated 16th instant, and to say that, in our opinion, it is essential that the boundaries of the Landour Cantonment should be surveyed and pillars erected, and that we know of no objection to Lieutenant Jones of the Engineers giving his assistance in the proposed survey.

2. The enclosure is herewith returned.

We have, &c.,

(Sd.) D. McLEOD, COL, C. ENG.

(Sd.) D. McFARLAN, C. M. AND M. M. B.

(Sd.) T. FIDDES, LIEUT.-COL.

(Sd.) A. IRVINE, MAJOR.

(True Copy.)

(Sd.) I. STUART, LT.-COL.,

Secy. to the Govt., Military Dept.

(True Copies.)

W. EDWARDS,

Assistant Secretary to the Government of the N.-W. P.

Exhibit 160.

Miscellaneous English correspondence of 1842 (*Wells' Settlement*).  
Letter from LT.-GENL. R. ARBUTHNOT, Commanding Meerut Division, to  
G. F. FRANCO, ESQ., Commissioner of Meerut.

No. 198.

HEAD QUARTERS, MEERUT DIVISION :

Meerut, 30th June 1842.

SIR,

I have the honour to acknowledge the receipt of your letter No. 1 of the 27th ultimo, together with its enclosures, relative to the proposed boundaries of Landour cantonment.

Since I had the pleasure of speaking with you on the subject I have looked more particularly into it, and have also had before me a letter from the Commandant regarding the transfer of the bazar, which has led me to take a somewhat different view of it from what I at first did.

As far as it is possible for me to judge from the rough sketch, and explanation given by Mr. Wells of the proposed boundary, I am induced to think that though the ground included may be sufficient for carrying on the military duties, for the accommodation of the invalid officers permanent residents; and also for the average number who resort thither on temporary leave for the benefit of their health, still, the space seems very confined, and I think it would be highly advantageous to associate the Commandant, and Executive Engineer with the Commissioner, in the duty of defining and fixing the limits of the station.

The boundary proposed by Mr. Wells excludes, I observe, several estates belonging to officers, and as it is to be presumed they obtained the sites, and built on them, in the understanding that their houses would always be eligible to both military and non-military tenants, and as the former class, under the present arrangement, will be debarred from occupying them, and the property consequently much depreciated

it will be just and advisable to bring as many of them within the boundary as possible, without extending the Cantonment beyond the usual bounds, which could easily be effected by making the boundary line on the south side run parallel with the water-course, and about half way between it and Edgehill.

The transfer of the Sudder Bazar from the Military to the Civil authorities is a part of the proposed plan which should be most carefully weighed and considered. The system and regulations which have hitherto obtained under the Military Authorities have been found, I understand, sufficiently efficacious in preventing the European invalids from having access to spirituous liquors, and I think it would be unwise to abandon a system which has worked, and is working well, for the sake of trying an experiment, which even if successful, will not, it appears to me, be of any particular advantage to the station.

Under these circumstances I cannot give my recommendation or consent to the proposed plan, and suggest it should be submitted for the consideration of superior authority.

I have, &c.,  
(Sd.) R. ARBUTHNOT, LT.-GENL.  
*Commanding, Meerut Divn.*

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Exhibit 161.

*Miscellaneous English correspondence of 1842 (Wells' Settlement).*

*Letter from LORD HENRY GORDON, CAPTAIN, Commanding Landour,  
to F. O. WELLS, ESQ., Special Commissioner.*

*Landour, 17th March 1842.*

No. 71.

SIR,

I have the honour to acknowledge the receipt of your letter of the 15th instant, enclosing certain documents relative to the tenure of land and houses in this cantonment and which I will cause to be circulated without delay to all parties concerned and who may be present at the station.

I have also requested all owners of land and houses situated within the cantonment to mark off the boundaries of their estates as claimed by them with a view to their titles to such tenures being investigated by you previous to their being surveyed and registered.

The only parties that I consider should be exempt from the municipal obligations imposed on the other residents are

1st—The Surgeon in medical charge of the depot.

2nd—The station staff officer.

3rd—The apothecary and steward attached to the hospital and not furnished with quarters of Government, and these parties only for one house and grounds, the usual plan of residence of those filling the offices named.

The only register of grants of land made by Commanding Officers to parties is of late date, commencing in 1840 and kept in the Station Staff office, and which I will direct to be sent to you, and I beg to add that I shall be most happy to afford every assistance in my power to facilitate the settling of the boundaries of grants in the manner indicated.

I have &c.,  
H. GORDON, BT. CAPTAIN,  
*Commanding Landour.*

## Exhibit 162.

No. 64.—*Miscellaneous Mussoorie settlement correspondence from 1842, Register No. 3, Department IX, in the Register of Registers Superintendent's Office.*

*Copy of a letter dated 2nd April 1842 from the Officer Commanding Landour, to F. O. WELLS, Esq., Special Settlement Officer.*

SIR,

While defining the boundaries of the different private estates at Landour, I beg to bring to your notice the very great inconvenience entailed on the residents both of Landour and Mussoorie by the small space allotted for building purposes in the cantonment bázár.

Could I obtain ground in the vicinity of the bázár, either to give gratis or for a small annual rent to persons willing immediately to build thereon, I have no doubt, I could with little difficulty overcome the monopoly and combination which now exists, more particularly among the artisans and workmen to the great inconvenience of the public.

During the last ten years, while the number of private habitations at Landour and Mussoorie have been doubled, the bázár has not apparently been increased, whereas good ground in its vicinity be obtained at a moderate cost, I have no hesitation in saying that double the extent would be immediately taken up by persons willing to settle here.

I have been given to understand that it is your intention to allot ground at Mussoorie for a bázár.

This will I have no doubt prove in many ways a most beneficial measure, but while the monopoly at Landour exists and while I am unable to counteract its ill effects, by being unable to encourage competition, the measure must at the same time prove detrimental to this bázár. It is true the establishment of the one at Mussoorie may eventually effect the object it is my desire to obtain, but in the meantime it will not only prevent my being able to increase the efficiency of this, but will in all probability withdraw many shopkeepers and others from Landour to Mussoorie. I believe you will agree with me in thinking that adding to the capabilities of the Landour Bázár, and the establishment also of one at Mussoorie at the same time, would be at least agreeably beneficial to all parties. I shall be obliged by your taking the subject into consideration.

I have &c.,

(Sd.) C. S. MALING, CAPT.,  
Commanding at Landour.

To

F. O. WELLS, Esq.,  
Special Settlement Officer, Landour.

## Exhibit 163.

*Miscellaneous English correspondence of 1842 (Well's Settlement)*

*Letter from D. BIRRELL, MAJOR, Commandant at Landour, to F. O. WELLS, Esq., Special Commissioner.*

*Landour, 25th May 1842.*

SIR,

In reply to your letter of yesterday's date, I beg to say, I fully agree in thinking with you that it would be admirable to set aside a portion of land for the dhobis to enable them to wash and dry their clothes, and by so doing it will certainly prevent references hereafter. As I am however unacquainted with the localities of Landour, I have not the slightest objection to your fixing upon a place for the purpose alluded



to, being convinced you will study the interests of all parties. I shall endeavour to see you to-day.

I have &c.,  
D. BIRRELL, MAJOR,  
Commanding at Landour.

Exhibit 164.

*Miscellaneous English correspondence of 1842. (Wells' Settlement.)*  
Letter from MAJOR D. BIRRELL, Commanding Landour, to F. O. WELLS,  
Esq., Special Commissioner, Landour.

No. 357.

Landour, 25th August 1842.

SIR,

In reply to your letter of the 24th instant, I beg to acquaint you that I will submit the boundary question for the consideration of His Excellency the Commander-in-Chief.

At the same time I beg to observe that though I agreed with you in considering our late proposal of a boundary as a fair one, it was made under the supposition that the extent of cantonment was to be limited to 3,000 bighas, though I shall deem it my duty to solicit His Excellency to obtain a better defined boundary on the southern side.

I have, &c.,  
D. BIRRELL, MAJOR,  
Commanding at Landour.

Exhibit 165.

*Miscellaneous English correspondence of 1842. (Wells' Settlement.)*  
Letter from C. S. MALING, Commanding at Landour, to F. O. WELLS,  
Esq., Special Commissioner.

MY DEAR WELLS,

The following are spots which I think might be made available for the extension of the bazar:—a continuation from Ennam Bax across the Butchers' Kudd, and over some huts towards the post office, a piece of ground between the road leading to Mullingar and the road leading to the bungalow taken by Campbell of the Invalid-well suited for a range of Pockah shops, a little between Mr. Douglas' and the bazar. I could find room for the butchers down the kudd at the back of the bazar where the Foddias, &c., &c., are.

I will meet you at any hour on any day you like except from 11 to 3 to-morrow when I am engaged.

Yours sincerely,  
C. S. MALING.

Exhibit 166.

*Miscellaneous English correspondence of 1842. (Wells' Settlement.)*  
Letter from CAPT. C. S. MALING, Commanding at Landour, to F. O. WELLS,  
Esq., Special Commissioner.

No. 538.

Landour, 27th October 1842.

SIR,

I delayed replying to your letter of the 24th instant in hopes of obtaining a plan of the cantonment on the larger scale, but I regret to say that I have failed, as it is simply impossible for the Commander-in-Chief to judge by your map of the very great objections which exist to the boundaries now proposed by you and which

are totally different to those laid down by you in company with Lord Henry Gordon and myself.

The latter possessed all the advantages I wish to retain, viz., to throw the southern boundary of Mussoorie as far away from the barracks as possible, by which the introduction of liquor into cantonments can almost be entirely prevented; whereas by the line now proposed by you, no man can be responsible for a moment that liquor is not introduced to an unlimited extent. Lord Henry Gordon and myself fully agree in the necessity of retaining the watercourses at the bottom of the southern face of the Landour Hill as the boundary of Cantonments, and I shall consider it my duty to urge the point to my military superiors.

The ground proposed by you to be given to Cantonments on the northern face is as you know so precipitous that there is no space in any part to pitch a hill tent, and is perfectly useless except for supply of wood and grass which the residents at Landour have since the first formation of the dépôt had the benefit of in common with the inhabitants of the neighbouring villages.

I have &c.,  
(Sd.) C. S. MALING, CAPTAIN,  
Commanding at Landour.

Exhibit 167.

*Miscellaneous English correspondence of 1842. (Wells' Settlement.)*

*Letter from A. EMILE, Landour, to F. O. WELLS, Esq., Special Commissioner, dated Landour, 13th June 1842.*

SIR,

I beg leave most respectfully to entreat your kind reconsideration of your decision to take from me the piece of land in the Landour Bazar which I received from Lieutenant-Colonel McDonald, when Commandant of this station. To my right to the ground in question I think there can be no doubt, for Captain Cautley of the Station Staff and the chowderie can both certify that the ground was actually bestowed on me by Colonel McDonald. In the exercise of my proprietary right I cut down the hill considerably at a great expense with the design of building a small house thereon, as a provision for my wife and seven children in the event of my death, which, from the uncertainty of my health, may not be for distant; and on their account especially I entreat you to reverse your decision. But I think you will admit on examining the question afresh, that I have a claim to the ground quite strong enough without considering my circumstances; I had actually taken beneficial occupation of the site, inasmuch as I had levelled it at a great expense to myself, and I respectfully submit that such beneficial occupation should secure the ground to me, as it has done other ground to other persons. I should have built on the site before this, had I been aware that I should not have been allowed my own time for doing so, and as Colonel McDonald made no stipulation of that kind when he gave me the ground.

I have, &c.,  
A. EMILE.

Exhibit 168.

*Miscellaneous English correspondence of 1842. (Wells' Settlement.)*

*Letter from J. M. HARRIS, proprietor of Buona Vista in Landour to F. O. WELLS, Esq., Special Commissioner.*

*Hathipoon, 25th March 1842.*

SIR,

With reference to your letter of yesterday's date informing that you are proceeding to define the boundaries of the several estates, comprised within the cantonment at

Landour, I beg to bring to your notice that I am the proprietor of an estate there known by the designation of Buona Vista, situated near the burnt house at Lal Tiba, and it is with reference to a portion of this estate, which has lately been bestowed on Captain Desborough, H. M's. 3rd Foot, by the military authorities at Landour, that I now take the liberty of addressing you.

The estate in question was purchased by my late wife in January 1840 for Rs. 3,500, from Colonel McDonald, at that time commanding the station, who sold it on account of his relative Captain Mylius, the original proprietor, to whom the grant was made by Colonel Macdonald himself.

At the time of its purchase the boundary marks were fixed and inspected by Colonel McDonald, and a written voucher given by him describing them, a copy of which I enclose.

In that document the north-western boundary is stated to be a ravine approaching Lal Tiba from the north, and by admitted custom the centre or Pani dal' of that ravine should be the boundary, and the marks were fixed on the trees nearest within the said Pani dal, or natural channel of the water, as is usual at the hill.

The word ravine, if it means anything, must signify a depression of ground and not elevation, yet I now find a trench cut across a high point far within my original boundary which I suppose is intended to be my limit, though no notice to that effect has been given me. The mark nailed to a tree on the ridge of the hill has been taken down, and a range of grass outfields united within it by Captain Desborough, under the authority of Major Skinner and Captain Cautley, and abuilding site levelled, greater part of which is on my side of the "Pani dal" of the ravine.

The value of the site of which it is thus sought to deprive me, I estimate at Rs. 800, and I am therefore compelled to request that you will have the goodness to appoint a day on which I may be allowed to wait on you and submit such documents as may assist you in defining the limits of my property.

I am, &c.,

(Sd.) J. M. HARRIS.

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Exhibit 169.

*Miscellaneous English correspondence of 1842, (Wells' Settlement).*

*Letter from MR. H. N. HEALY to MR. F. O. WELLS, Special Commissioner.*

SIR,

I hope you will pardon my again troubling about the brow of Market Hill, which as it is required for enlarging the Bázár, you were inclined to allow myself to dispose of, but as the Commandant seems disposed to take the selling of it into his own hands for the benefit of the Bázár Fund, I fervently trust you will take into consideration the fairness of making a poor man the equivalent for the ground thus taken from him for the public benefit, as he cannot afford to be liberal in such or on any other occasions.

It appears that if even the Commanding Officer should feel disposed to give me a spot of ground in return he cannot do so, as every inch of Landour is already appropriated except it be the ruin of Lal Tiba, on which the Government will not build again, as the site was, I believe, offered, but not accepted, for a Roman Catholic Chapel.

In the matter of Market Hill I am helpless, and thrown upon your benevolent consideration. Some part of the brow cannot be at all excavated without bringing down part of the level ground above, nor can 16 feet be taken from any part of it without injury as the upper part of the hill is composed of gravel and rubble.

I have, &c.,

H. N. HEALY.

Landour, 19th July 1842.

Exhibit 170.

*Miscellaneous English correspondence of 1842 (Wells' Settlement). Letter to F. O. WELLS, Esq., Special Commissioner, from Mr. H. N. HEALY with reference, to Market Hill*

SIR,

With reference to your letter of the 10th in which you are pleased to observe "The estate is not registered," I beg to inform you that when Market Hill was given to me and for years after, grants were not thought of nor was a register kept, but so satisfied were the several commandants that the ground was mine according to the rules observed in cantonments, that none of them would take away the brow of the Hill for bunneess shops, although no doubt they were often urged to do so by interested persons.

You are further pleased to remark "It is a most valuable situation and as it stands is probably worth Rs. 2,000. But if you deprive me of the brow in question you take away the most valuable part of it, and what will then remain will hardly be worth the Rs. 600 or Rs. 700 which the cutting down 20 feet of the top of the hill, I wish someone would give Rs. 2,000 and take Market Hill altogether.

You were pleased to give me permission to sell the brow of Market Hill myself and allow me 15 or 20 days to effect it, but the permission was verbal and not in writing. Nevertheless I trust it will not be the less favourable to me on that account.

I have, &c.,  
(Sd.) H. N. HEALY.

The 12th June 1842.

Exhibit 171.

*Vernacular file re Mussoorie, Mussoorie estates, &c., 1828-1842.*

Rubkar dated 4th September 1842, regarding the settlement of grant Woodstock of Captains McKie and Osborne situated in the area of village Chamansari.

In plot No. 81, land without any quantity at an annual rent of Rs. 4 and in plot No. 98, 9 bighas of land at Rs. 4 with details of boundaries is entered in the register of Dehra Dún. Some of the land is situated in Landour cantonment and some in Mussoorie, and that Rs. 8 on account of rent as before should be fixed.

In case this grant will be out of cantonments then the rent will be increased accordingly. Out of this rent the Government, i.e., the Committee, will receive Rs. 2-10-0 and the Mahant of Dehra Rs. 5-6-0.

Exhibit 172.

*Vernacular file re Mussoorie, Mussoorie estates, &c., 1828-1842. Bastah No. 1, No. 140, in the English list now prepared.*

Agreement between Mahant Sarup Dass, Mr. McKie and Colonel Osborne, making over a piece of land at Tiba Kural Wala in Jabberkhet (Landour) measuring 60 bighas to Mr. McKie and Osborne at an annual rent of Rs. 10.

Dated 16th October 1838.

Another agreement between Mahant and Messrs. McKie and Osborne for a piece of land in Chamansari adjoining to Messrs. McKie and Osborne's bungalows, measuring nine bighas pukka at an annual rent of Rs. 4. The Mahant holds himself responsible for any boundary dispute in future.

Dated 16th June 1840.

## Exhibit 173.

*Vernacular file re Mussoorie, Mussoorie estates, &c., 1828-1842. Bastah No. 2, No. 78, in the English list now prepared.*

Rubkar dated 23rd July 1842, stating that Rs. 12 on account of ground-rent on bungalow No. 69 up to April 1842, have been received from Mr. McKie.

## Exhibit 174.

*Miscellaneous English correspondence of 1842. (WELLS' Settlement).*

*Letter from Captain (†) R. MCKIE to F. O. WELLS, Esq, Special Commissioner.*  
MY DEAR WELLS,

I send you the different copies of the Registry of one estate by which you will see the boundary of the cantonments only extends midway between the top of Landour and the watercourse and that all below the middle line is out of cantonments and was rented from the year 1836 and the arrears of rent named in Colonel Young's letter paid up by me. No. 2 contains the registry made to the estate which goes to the Doby's Ghaut (there are two Doby Ghauts on the estate mind) and this means the one furthest east. It appears to me that Government have no wish to take away or deprive anyone of land they have been in possession of and improved in any way, nor can I suppose they wish to transfer land which is private to the cantonments without the consent of the holders. Can you let me see the instructions that I may not make any mistake in the matter. I forgot the leaf out of the Westminster last night.

Yours truly,  
R. MCKIE.

## Exhibit 175.

*Miscellaneous English correspondence of 1842. (WELLS' settlement).*

*Letter from R. MCKIE, Captain, 3rd Buffs, to MR. F. O. WELLS.  
Landour, 29th May 1842.*

SIR,

I do myself the honour to forward you the copy of an official letter received yesterday from the acting adjutant of Landour, by which you will observe the commandant has ordered me "to instruct my chaukidar that he is not to prevent any parties from cutting grass within a reasonable distance of my house."

You will see the restriction is not confined to that part of my estate belonging to the cantonments, but refers to the land I hold from the zemendar, for which I pay an annual rent.

I beg to call to your recollection that when it was notified to me that the land which I held (beyond the boundary of cantonments) from the zemendar had been marked off as within the cantonment that I considered it would prove a serious injury to the property, as it would subject me to the orders of any commandant, however injurious such orders might prove to my interests. These fears the accompanying letter will prove to you were well founded and although satisfied of the injustice of any interference on the part of the commandant with my private property yet as a junior officer I am in a measure compelled to submit or refer the matter to higher authority.

I trust under these circumstances you will do me the favour to state whether the land I hold from the zemendar is my private property or not and whether I have an exclusive right to the produce of the soil (as has been the case for some years) or whether the public have a right to cut grass or pasture cattle on the land in consequence of its being included in the boundary of cantonment.

I have, &c.,  
R. MCKIE,  
Captain, 3rd Buffs

Exhibit 176.

*Miscellaneous English correspondence of 1842. (Wells' Settlement).*

*Letter from CAPTAIN R. MCKIE, proprietor of Woodstock, to MR. F. O. WELLS, Special Commissioner.*

SIR,

I have the honor to request you will be pleased to inform me if any and what portion of my estate has been declared by you forfeited, or the exclusive right of possession denied me, and if so, under what article of the instructions from the Sudder Board of Revenue or of the minute of Mr. Thomason I have been subjected to such forfeiture.

I hold my estate paying an annual rent for exclusive possession to Surroop Dass Mohunt, *vide* No. 5 of Mr. Thomason's minute and the conditions prescribed in No. 7 of the Board's instructions have been fully complied with. I feel myself entitled to a confirmatory grant according to the terms of the lease granted by the Senior officer at Deyrah.

I am led to trouble you with this communication in consequence of my shepherd having been warned off a portion of my own estate by the Dhobies, who frequent the stream forming the eastern boundary of the estate and assuring him it was no longer my property, but belonged to the Government and that they would not allow my sheep to graze there.

I have stated my lease was registered at Deyrah giving me exclusive possession of the land. The public right of access to the house stream is of course perfectly understood by me, but beyond this I am the sole proprietor.

I trust if these people have attempted to interfere through error on their part you will be pleased to issue such instructions as will prevent their doing so in future.

I have, &c.,

WOODSTOCK,  
LANDOUR: }  
The 27th July 1842. }

(Sd.) R. McKIE,  
Captain, 3rd Buffs.

Exhibit 177.

*Miscellaneous English correspondence of 1842 (Wells' Settlement).*

*A letter from MAJOR MCKIE, proprietor of Woodstock, to F. O. WELLS, Esq.*

MY DEAR WELLS,

It appears to me from the tenor of your reply to my official letter of the 27th that my meaning was altogether misunderstood by you. However, I should be sorry by protracting the correspondence to be thought litigious or that any misunderstanding on the subject should occur between us. You appear to have taken one view of the case, and I an opposite one, and as I still consider your decision an unfair one I think it better to refer the subject in dispute to the Sudder Board of Revenue and abide by their decision. I shall therefore forward copy of my letter of the 27th and your reply to the Board. Before doing so, however, I wish you to look at the enclosed documents, four in number, which pray return by the bearer. In the event of your proposed boundary of cantonment not being sanctioned by Government pray tell me whether the land I hold from the zameendar is to be included in the cantonment boundary, as at present marked out by the pillars, because I wish at once to make my objections to this measure, if intended.

Yours sincerely,  
R. McKIE.

## Exhibit 178.

*Miscellaneous English correspondence of 1842. (Mussoorie Settlement).  
Letter from MAJOR MCKIE, proprietor of Woodstock, to F. O. WELLS, Esq.,  
Special Commissioner.*

MY DEAR WELLS,

What I sent you to look at was not the register of my estate, but of the additional portions of it, and the only number of biggahs entirely comprises the flat space only which you have made over to the dobbies and which they never had possession of. The boundaries are so correctly described, there can be no mistake. Of the other portion of the estate the two pieces of garden ground only are reckoned in biggahs and it is so stated in the register.

Yours truly,  
R. MCKIE.

Exhibit 179 transferred and renumbered.

## Exhibit 180.

*Landour Cantonment boundary correspondence of 1843-1846.  
(COPY.)  
No. 3542 OF 1843.*

FROM

R. N. C. HAMILTON, Esq.,  
*Secretary to the Government, N.-W. P.,*

TO

LIEUTENANT-COLONEL. W. GORDEN,  
*Quarter-master General of the Army, Headquarters, Simlah.  
Dated Agra, the 2nd August 1843.*

SIR,

I am directed by the Hon'ble the Lieutenant-Governor to acknowledge the receipt of your letter No. 320, dated 21st July.

2. His Honour desires me to observe that as the residences designated "Edge Hill" and "Woodstock" were erected within what was the generally supposed boundary of the Landour cantonments on that side, the proprietors must have been aware that they would be subjected to the rules in force in military cantonments and therefore no hardship will be inflicted upon them by letting them remain within military limits, it being the decided opinion of His Excellency the Commander-in-Chief. Diminution of the cantonments in that quarter would be productive of serious inconvenience and prove extremely prejudicial to the Department.

3. It was obviously the duty of the present proprietors of these two estates to have ascertained previous to becoming purchasers how far the property was situated within Military limits, and their omitting so to do cannot be admitted as any ground now for their exclusion.

4. To prevent however misunderstanding in future, His Honour would recommend that the present Commandant at Landour, in conjunction with the Superintendent of the Doon, be instructed to mark off the boundary as near as possible according to the original line of demarcation, and that pillars on prominent sites should at once be constructed according to such demarcation.

5. In the event of its being found expedient to include within military limits any land or property not heretofore within the line of demarcation it will be for the Superintendent of the Doon to report upon what terms the Government can acquire such property when the necessary orders can be issued, but his Honour thinks that no great change in this respect with its consequent expense to Government will be needed.

6. The Lieutenant-Governor desires me to observe that the decision of the Governor General, that all persons resident or having property within the Military

limits of Landour should be subject to the municipal laws for the station of Landour and Mussoorie was not intended to place them beyond the pale of military law or exclude them from the rules in force within Military cantonments. In this respect the position of all residents within the military limits remains unaltered as far as military rules can affect them.

7. Should the above proposals be in accordance with His Excellency's views, I am desired to add that orders will be immediately issued to the Superintendent of the Doon to act in co-operation with the Commandant at Landour on his receiving intimation from that officer that he is in possession of His Excellency's commands to effect the demarcation according to the views above expressed.

8. The enclosure of your letter is returned, copy being kept for record.

I have, &c.,

AGRA : } (Sd.) R. N. C. HAMILTON,  
The 2nd August 1843. } Secretary to the Government, N.-W. P.  
(TRUE COPY.)  
(Sd.) R. N. C. HAMILTON,  
Secretary to Government, N.-W. P.  
(TRUE COPY.)  
(Sd.) G. F. FRANCO,  
Commissioner.

**Exhibit 181.**

*Landour Cantonment Boundary Correspondence of 1843-1846.*  
COPY.

No. 3542 OF 1843.

*Dated Agra, the 2nd August 1843.*

FROM

R. N. C. HAMILTON, Esq.,  
Secretary to the Government, N.-W. P.

TO

LIEUT.-COL. W. GORDEN,  
Quartermaster, General of the Army, Headquarters, Simlah.

SIR,

I am directed by the Hon'ble the Lieutenant-Governor to acknowledge the receipt of your letter No. 320, dated 21st July.

2. His Honour desires me to observe that as the residences designated "Edge Hill" and "Woodstock" were erected within what was the generally supposed boundary of the Landour cantonment on that side, the proprietors must have been aware that they would be subjected to the rules in force in Military cantonments and therefore no hardship will be inflicted upon them by letting them remain within military limits, it being the decided opinion of His Excellency the Commander-in-Chief that any diminution of the cantonment in that quarter would be productive of a serious inconvenience and prove extremely prejudicial to the Depot.

3. It was obviously the duty of the present proprietors of these two estates to have ascertained previous to becoming purchasers how far the property was situated within military limits, and their omitting so to do cannot be admitted as any ground now for their exclusion.

4. To prevent, however, any misunderstanding in future, His Honour would recommend that the present commandant at Landour in conjunction with the Superintendent of the Doon be instructed to mark off the boundary as near as possible according to the original line of demarcation, and that pillars on prominent sites should at once be constructed according to such demarcation.



5. In the event of its being found expedient to include within military limits any land or property not heretofore within the line of demarcation it will be for the Superintendent of the Doon to report upon what terms the Government can acquire such property when the necessary orders can be issued; but His Honor thinks that no great change in this respect with its consequent expense to Government will be needed.

6. The Lieutenant Governor desires me to observe that the decision of the Governor General, that all persons resident or having property within the military limits of Landour should be subject to the Municipal laws for the stations of Landour and Mussoorie was not intended to place them beyond the pale of military law or exclude them from the rules in force within military cantonments. In this respect the position of all residents within the military limits remains unaltered as far as military rules can affect them.

7. Should the above proposals be in accordance with His Excellency's views, I am desired to add that orders will be immediately issued to the Superintendent of the Doon to act in co-operation with the Commandant at Landour on his receiving intimation from that officer that he is in possession of His Excellency's commands to effect the demarcation according to the views above expressed.

8. The enclosure of your letter is returned, copy being kept for record.

AGRA: } I have, &c.,  
The 2nd August 1843. } (Sd.) R. N. C. HAMILTON,  
Secretary to the Government,  
N.-W. P.

(TRUE COPY.)

(Sd.) R. N. C. HAMILTON,  
Secretary to Government,  
N.-W. P.

(TRUE COPY.)

(Sd.) G. F. FRANCO,  
Commissioner.

Exhibit 182.

Landour cantonment boundary correspondence of 1843-1846.

LANDOUR:

12th, August 1843.

MY DEAR SIR,—

I am directed by Major Ryan to say that he has received instructions from the Quartermaster General of the Army to fix, in conjunction with the Executive Engineer of the Division, a new boundary line for the cantonment at Landour, and he is directed to associate with you for the purpose of adjusting and marking out the new boundary line for that cantonment without reference to what was done or recommended by the Special Commissioner.

You are to receive orders from the Lieutenant Governor of the North-Western Provinces to join the committee, on being informed when they will be prepared to enter upon their duty.

H. VANSITTART, Esq.,  
Superintendent of Deyrah.

I am my &c.,  
J. W. SWINTON, Lt.,  
Station Staff.

Exhibit 183.

*Landour cantonment boundary correspondence of 1843-1846,  
No. 3661 of 1843.*

FROM

R. N. C. HAMILTON, Esq.,  
*Secretary to the Government, N.-W. P.*

TO

LIUT.-COLONEL W. GORDEN,  
*Quartermaster General of the Army, Headquarter, Simla.*

*Dated Agra, the 12th August 1843.*

SIR,

In reply to your letter No. 324, dated the 27th ultimo, I am directed to inform you that the Honorable the Lieutenant-Governor concurs in the views of His Excellency the Commander-in-Chief as therein laid down. Instructions will accordingly be issued prohibiting the extension of the jurisdiction of the Municipal Committee at Mussoorie over the residents of any denomination within the military limits at Landour unless under the sanction of His Excellency the Commander-in-Chief, and directing the Superintendent of the Dehra Doon to associate himself with the contemplated committee for the purpose mentioned in paragraph 1 of your communication.

AGRA :

*The 12th August 1843.*

I have, &c.,  
(Sd.) R. N. C. HAMILTON,

*Secretary to Govt. N.-W. P.*

(TRUE COPIES.)

(Sd.) R. N. C. HAMILTON,  
*Secretary to Government, N.-W. P.*

(TRUE COPIES.)

(Sd.) W. KELLY,  
*Head Clerk.*

Exhibit 184.

*Landour cantonment boundary correspondence of 1843-1846,  
No. 335.*

TO

H. VANSITTART, Esq.,  
*Superintendent, Dehra Doon.*

SIR,

In continuation of No. 313 of the 4th instant, I have the honour to annex for your guidance a copy of the documents noted below.

2. You are requested to make the Mussoorie Committee acquainted with the purport of these orders.

COMMISSIONER'S OFFICE,  
1ST DIVISION :  
*The 14th August 1843.*

I have, &c.,  
(Sd.) G. F. FRANCO,

*Commissioner*

ANNEXURES.

*From Quartermaster General of the Army, to Secretary to Government,  
N.-W. P., dated 27th July 1843. No. 324.*

*From Secretary in reply, dated 12th August 1843, No. 3661*

## Exhibit 185.

Landour cantonment boundary correspondence of 1843-1846.

(COPIES.)

No. 1 IN No. 3662 OF 1843.

No. 324.

FROM

LIEUTENANT-COLONEL W. GORDEN,  
Quartermaster General of the Army,

TO

R. N. C. HAMILTON, Esq.,  
Secretary to Government, N.-W. P., Judicial Department, Simla.  
Qmtr's-General's Office,  
Headquarters, Simla.

The 27th July 1843.

SIR,

I have the honour by direction of His Excellency the Commander-in-Chief to acknowledge the receipt of your private letter enclosing draft of letter under preparation, the official copy of which is to be sent to me from your office at agra, and in reply to state for the information of the Honorable the Lieutenant-Governor, North-Western Provinces, that instructions will be forwarded directing the Commandant at Landour and the Executive Engineer of the Meerut Division of Public Works, to associate themselves in Committee with the Superintendent of the Doon for the purpose of adjusting and fixing a new boundary for the cantonment at Landour with reference to the limits fixed for that cantonment by the Special Commissioner.

2.—The Committee in defining the new line of demarcation will be required to adhere to the original boundary as far as the present increased extent of bázár and the otherwise altered state of the cantonments will admit of.

3.—The Committee's report will be duly submitted for the Lieutenant-Governor's information and orders.

4.—With reference to the 6th paragraph of your letter, the Commander-in-Chief would here beg to repeat his objections to the jurisdiction of the Municipal Committee at Mussoorie being extended to residents of any denomination within the military limits at Landour, and to express his earnest desire that all within that Cantonment may be left solely under Military control, as is the case in all other military Cantonments.

5.—As far as His Excellency has been informed on the subject it appears that the Municipal Committee at Mussoorie is vested by Government with power to levy a tax upon all property within that settlement, the amount to be expended by the Committee in local improvements, and that it is desired to subject property within the Cantonment of Landour to a similar tax for a similar purpose.

6.—Property in the settlement of mussoorie and within the military limits at Landour is held upon tenures of a very different nature, in the former, proprietors have a permanent interest in the soil, having obtained grants in perpetuity of their several locations, whereas in the latter the land remains the property of Government, resumable at any time, and the owners of houses erected upon it are bound to give them up on vacation whenever required for military purposes.

7.—To subject property of the latter description to the obligations of both municipal and military laws would, His Excellency apprehends, be as inexpedient as it certainly would be incompatible with military rules that a municipal committee of an adjoining settlement should have the power of collecting a tax upon property within a military cantonment for improvements in that cantonment, which the Committee could not carry into effect without interfering with military wants and arrangements that could not come within its knowledge and must consequently lead to much embarrassment.

I have, &amp;c.,

(Sd.) W. GORDEN, LIEUT.-COL.,  
Quartermaster-General of the Army.

**Exhibit 186.***Landour cantonment boundary correspondence of 1843-1846.*

(COPY.)

No. 335.

To

H. VANSITTART, Esq.,

*Superintendent, Dehra Doon.*

SIR,

In continuation of No. 313 of the 4th instant, I have the honour to annex for your guidance a copy of the documents noted below.

2. You are requested to make the Mussoorie Committee acquainted with the purport of these orders.

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 14th August 1843.

I have, &amp;c.,

(Sd.) G. F. FRANCO,

*Commissioner.***ANNEXURES.**

From Quartermaster-General of the Army, to Secretary to Government, North-Western Provinces, dated 27th July 1843, No. 324.

From Secretary in reply, dated 12th August 1843, No. 3661.

**Exhibit 187.***Landour cantonment boundary correspondence of 1843-1846.*

(COPY.)

No. 1 IN NO. 3662 OF 1843.

No. 324.

FROM

LIEUT.-COL. W. GORDEN,

*Quartermaster-General of the Army,*

TO

R. N. C. HAMILTON, Esq.,

*Secy. to Govt. N.-W. P. Judicial Dept., Simla,*

QUARTER-MASTER GENERAL'S OFFICE,

HEADQUARTERS, SIMLA.

*The 27th July 1843.*

SIR,

I have the honor by direction of His Excellency the Commander-in-Chief to acknowledge the receipt of your private letter enclosing draft of a letter under preparation, the official copy of which is to be sent to me from your office at Agra, and in reply to state for the information of the Honorable the Lieutenant-Governor, North-Western Provinces, that instructions will be forwarded directing the Commandant at Landour and the Executive Engineer of the Meerut Division of Public Works, to associate themselves in Committee with the Superintendent of the Doon for the purpose of adjusting and fixing a new boundary for the Cantonment at Landour, without reference to the limits fixed for that Cantonment by the Special Commissioner.

2. The Committee in defining the new line of demarcation will be required to adhere to the original boundary as far as the present increased extent of bazar and the otherwise altered state of the cantonments will admit of.

3. The Committee's report will be duly submitted for the Lieutenant-Governor's information and orders.

4. With reference to the 6th paragraph of your letter the Commander-in-Chief would hereby repeat his objections to the jurisdiction of the Municipal Committee at Mussoorie being extended to residents of any denomination within the military limits at Landour, and to express his earnest desire that all within that cantonment

may be left solely under Military control as is the case in all other military cantonments.

5. As far as His Excellency has been informed on the subject, it appears that the Municipal Committee at Mussoorie is vested by Government with power to levy a tax upon all property within that settlement, the amount to be expended by the committee in local improvements, and that it is desired to subject property within the cantonment of Landour to a similar tax for a similar purpose.

6. Property in the settlement of Mussoorie and within the military limits at Landour is held upon tenures of a very different nature: in the former proprietors have a permanent interest in the soil, having obtained grants in perpetuity of their several locations, whereas in the latter the land remains the property of Government, resumable at any time, and the owners of houses erected upon it are bound to give them upon valuation whenever required for military purposes.

7. To subject property of the latter description to the obligations of both municipal and military laws would, His Excellency apprehends, be as inexpedient as it certainly would be incompatible with military rules that a municipal committee of an adjoining settlement should have the power of collecting a tax upon property within a military cantonment for improvements in that cantonment, which the Committee could not carry into effect without interfering with military wants and arrangements that could not come within its knowledge and most consequently lead to much embarrassment.

I have, &c.,

(Sd.) W. GORDEN, Lt.-COL.,

Quartermaster-General of the Army.

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Exhibit 188.

*Landour Cantonment boundary correspondence of 1843-1846.*

No. 3661 of 1843.

FROM

R. N. C. HAMILTON, Esq.,

*Secretary to the Government, N.-W. P.,*

To

LIEUT.-COLL. W. GORDEN,

*Quartermaster-General of the Army, Headquarters, Simla.*

*Dated Agra, the 12th August 1843.*

SIR,

In reply to your letter No. 324, dated the 27th ultimo, I am directed to inform you that the Honorable the Lieutenant Governor concurs in the views of His Excellency the Commander-in-Chief as therein laid down. Instructions will accordingly be issued prohibiting the extension of the jurisdiction of the Municipal Committee at Mussoorie over the residents of any denomination within the military limits at Landour unless under the sanction of His Excellency the Commander-in-Chief and directing the Superintendent of the Dehra Dun to associate himself with the contemplated committee for the purpose mentioned in paragraph 1 of your communication.

I have, &c.,

(Sd.) R. N. C. HAMILTON,

*Secretary to Government, N.-W. P.*

(TRUE COPIES).

(Sd.) R. N. C. HAMILTON,

*Secretary to Government, N.-W. P.*

(TRUE COPIES).

(Sd.) W. KELLY,

*Head Clerk.*

(TRUE COPIES).

*Superintendent.*

## Exhibit 189.

Landour Cantonment boundary correspondence, 1843—46.

COPY.

No. 1081 of 1844.

FROM

J. THORNTON, Esq.,

*Secretary to Government, N.-W. Provinces,*

TO

H. M. ELLIOT, Esq.,

*Secretary to Sudder Board of Revenue, N.-W. Provinces.**Dated Agra, the 23rd March 1844.*

SIR,

With reference to previous correspondence as per margin, regarding the boundary of the Landour Cantonments, I am desired by the Lieutenant-Governor to forward the accompanying letter in original from the Quartermaster-General of the Army, dated the 14th ultimo, with its several enclosures, and to request that you will lay them before the Sudder Board of Revenue and obtain further information on the points noted below.

*Vide margin of paragraph 1 of letter from Quartermaster-General of the Army.*

2. The estates of Woodstock and White Park ought evidently to be included in the cantonment, but each is shown in the Committee's return to be charged with a ground rent of Rs. 5, 6 annas, whence it is to be supposed that at the time the locations were first made, the lands were, in part or in whole, considered out of cantonments. This should be explained, and if the estates be brought within the limits of cantonments, the rent whatever it may be, should hereafter be added to that which the Government pays for the cantonment land, and the proprietors should be relieved from further charge.

*In paragraph 38 of Mr. Wells' report of October 8th, 1842, this estate is said to pay 8 rupees to the Mohant.*

3. All persons are agreed, that Childer's Lodge bearing in the Committee's return a rent of 33 Rupees, 6 annas, should be considered within cantonments, but it is not very clear whether it has always been so, or whether the proposal now to include the lauds in cantonments is new, and that the terms of the transfer have to be arranged. Further information upon this point in necessary, and the sum to be paid by Government has to be adjusted.

4. The estates of Woodcroft and Green Mount, bearing together in the Committee's return a rent of 13 Rs. 6 annas, lie to the north-west of the bázár. Mr. Wells and the majority of the Committee do not wish to include them in cantonments, but Major Ryan, the Commanding Officer of the Dépôt, is of opinion that they ought to be included. His Excellency the Commander-in-Chief sees no very important objection to adopting the opinion of the majority, but thinks, that it would be better to include them. It is doubtful whether Woodcroft ever was in cantonments, but it is clear that Green Mount has not hitherto been considered as forming part of the cantonment. It is requested that the terms may be ascertained on which these estates can be brought within cantonments, in order that such an arrangement may be made, if His Excellency thinks it desirable.

5. With reference to paragraph 3 of the Quartermaster-General's letter I am directed to observe that the Lieutenant-Governor conceives that there must be some misapprehension as to the Special Commissioner's having "granted to individuals large tracts of the cantonment land in perpetuity." The correspondence forwarded with your letter of August 23rd, 1842, shows that the nature of tenures within cantonments was fully understood by all parties. In paragraph 39 of Mr. Wells' report of October 8th, 1842, he expressly states that he had not given grants to householders within cantonments, and the Board state in paragraph 22 of their letter of November 4th, 1842, that the Special Commissioner, "had refrained from issuing

the grants." It is requested that the real circumstances may be ascertained: any grants of lands within cantonments are of course null and void.

AGRA: }  
The 23rd March 1844. }

I am, &c.,  
(Sd.) J. THORNTON,  
Secretary to Government, N.-W. P.

P. S.—Since the above was drafted, a representation has been received from the proprietors of Woodstock, and is now sent in original for the Board's consideration and report. It is difficult to reconcile the old cantonment boundary, as there laid down, with the line shown in the maps, nor is it easy to understand how Mr. Wells gave without reservation a grant for a holding, part of which was acknowledged to be within cantonments.

(Sd.) J. THORNTON,  
Secretary to Government, N.-W. P.

(True Copy.)

(Sd.) H. M. ELLIOT,  
Secretary.

(True Copy.)

(Sd.) G. F. FRANCO,  
Commissioner.

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Exhibit 190.

Landour Cantonment boundary correspondence, 1843—1846.  
No. 47.

To

H. VANSITTART, Esq.,  
Superintendent, Dehra Doon.

SIR,

With reference to previous correspondence regarding the settlement of boundaries at Landour, I have the honour to forward copy of the order of Government No. 1081, dated the 23rd March last, and to request that you will carefully supply full information on the several points regarding the boundary of cantonments in which Government have called for further information.

I have the honour to be,

SIR,  
Your most obedient servant,  
(Sd.) G. F. FRANCO,  
Commissioner.

COMMISSIONER'S OFFICE, }  
1ST DIVISION: }  
The 10th June 1844. }

Enclosure.

Copy of order of Government, Revenue Department No. 1081, dated 23rd March 1844, with nine enclosures in original and plans of Landour.

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Exhibit 191.

Landour Cantonment boundary correspondence, 1843—1846.  
No. 25.

FROM

H. VANSITTART, Esq.,  
Superintendent, Dehra Doon,

To

G. F. FRANCO, Esq.,  
Commissioner, Meerut Division.

Dated 15th June 1844.

SIR,

I have the honour to acknowledge the receipt of your letter dated the 10th June, No. 167 and its enclosure, and in reply to state that:

2. The first line of boundary was an arbitrary one drawn from the Landour Spring right across to the point, beyond which Mr. Bacon's House of Elcot stands thereby including that part of the estate on which the two houses of the Woodstock property are built, part of White Park and considerable portion, or the whole of Edge Hill with the house, and excluding land belonging to two or perhaps three of the estates. It is on this land that ground rent has been paid, the confusion which has arisen may, in my opinion, be explained away by the consideration that Mr. Wells granted in perpetuity the estates named Woodstock and White Park and Edge Hill, when in fact he was authorized to grant only a certain quantity of the unoccupied and least valuable land of each estate.

3. The second line of boundary following the course by the nallah included the whole of the lands, Childer's Lodge, in my opinion, was always without the cantonments. In case that it is the determination by Government to take in this estate it would be fair to purchase the property on the terms of which it is now advertised for sale, and resell it on their own. The rent paid by the proprietors would then be paid by Government, and if the limits of the estate were exceeded, the claims of the zamindars of Duneta could be adjusted by me.

4. Green Mount is part of Woodcroft and Woodcroft was granted in perpetuity to Captain G. Cautley.

5. Another line, similar to that of which I have written on the first paragraph, included that portion of the Woodcroft estate on which the house of Woodcroft stands, the number of beghas thereby taken in cannot exceed 40.

6. But the whole of the estate of Woodcroft contained 963. Thus, nine hundred and 20 beghas (more or less) always were out of cantonments. Green Mount has been purchased by Mr. McGregor for the avowed purpose of speculating in building, and as the return on the outlay of Capital is enormous in these hills, the value of his property is no longer to be estimated by the original outlay.

And Mr. McGregor's right is established in two ways:—

First by a deed of grant Mohant Surup Dass, granting to Lieutenant Ludlow of the Pioneers, this estate, which deed was registered in 1829 by Colonel Young.

Second of a demi-official note of Mr. Wells, by which Mr. McGregor is assured, that Green Mount was out of cantonments.

DEHRA DOON:  
SUPERINTENDENT'S OFFICE,  
The 15th June 1844.

} .

I have, &c.,  
H. VANSITTART,  
Superintendent.

Exhibit 192.

Landour Cantonment boundary correspondence, 1843—1846.

No. 109.

To

H. VANSITTART, Esq.,  
Superintendent, Dehra Doon.

SIR,

With reference to your letter of the 15th June last, No. 25, relative to the boundary of the Landour Cantonment, I have the honour to annex for your information copy of a communication from the Assistant Secretary to the Government, North-Western Provinces, to the Quartermaster-General of the Army, dated the 19th ultimo, No. 4653.

I have the honour to be,

SIR,

Your most obedient servant,

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 19th November 1844.

}

(Sd.) G. F. FRANCO,  
Commissioner.



*Abstract.*

Copy of letter from Assistant Secretary to Government, N.-W. Provinces, to the Quartermaster-General of the Army, dated 19th ultimo, No. 4653.

Exhibit 193.

*Landour Cantonment boundary correspondence, 1843—1846.*

COPY.

No. 1 in No. 4654 of 1844.

No. 4653 of 1844.

FROM

A. SHAKESPEARE, Esq.,

*Assistant Secretary to the Government, N.-W. Provinces,*

TO

LIEUTENANT-COLONEL W. GARDEN,

*Quartermaster-General of the Army.*

*Dated Agra, the 19th October 1844.*

SIR,

With reference to your letter of February 14th last, I have the honour to

Copy of letter from Secretary to Government, N.-W. Provinces, to Secretary to Sudder Board of Revenue, dated 23rd March, No. 1081.

Letter from Secretary, Sudder Board of Revenue, N.-W. Provinces, to Secretary to Government, N.-W. P., No. 429, dated the 30th August, with its enclosure.

request that you will lay before His Excellency the Commander-in-Chief the accompanying correspondence regarding the boundary of the Landour Cantonments.

2. The Lieutenant-Governor desires me to observe that there are two separate questions

involved in the correspondence, and that it will be better to keep the consideration of them apart.

3. These two questions are:—

*Firstly.*—What are the actual limits of the cantonments?

*Secondly.*—What ought to be made the limits?

4. The first of these questions is one of fact to be decided judicially, and the second one of expediency to be determined at discretion.

5. The great difficulty in determining the actual limits of cantonments arises from the careless way in which the land was first taken when no one had any suspicion of the value it would afterwards acquire. The land taken and for which a grant was obtained for the proprietors was stated at 3,000 beghas, whereas the land in undoubted occupation of the cantonment was found to be 9,000 beghas. When Mr. Wells was appointed to decide that and all other similar questions, he seems to have vacillated between justice and expediency, and at different times to have expressed opinions which were not altogether reconciliable with each other.

6. The main question affects the four estates mentioned in the margin.

Childer's Lodge.  
Green Mount  
Woodcroft  
Woodstock

7. Of these there can be no doubt that Childer's Lodge and Green Mount are outside of cantonments.

8. The western boundary line in one of the maps throws part of Woodcroft including the site of the house into cantonments, but it does not appear how this line was laid down. The estate from the time of its first acquisition has evidently always been out of cantonments, Mr. Wells has so declared it and recorded it, and it is naturally apart of Green Mount which certainly is out of cantonments. The Lieutenant-Governor is of opinion that it cannot be considered now to be a part of cantonments.

9. The greater part of Woodstock including the site of the House is certainly in cantonments. The southern boundary line drawn straight from the spring to Elcot is well known and has been always recognised. It is an arbitrary line, but well defined and unquestionable.

10. The present boundary of cantonments must then be held to exclude the first three mentioned estates and to include all that falls within the southern

boundary line running from the spring to Elot. Within these limits the whole land is the undoubted property of Government, possessed in the same way and on the same terms as any of the cantonment land. Whatever more it is thought necessary to bring within the line must be procured in the manner prescribed by law.

11. This leads to the second question on what ought to be the boundary of the cantonments.

12. This is entirely for His Excellency the Commander-in-Chief's decision, and if the wish of the Government is once made known, effect will readily be given to it by the Civil authorities.

13. If it is sought to bring within the line the three estates noticed above and also the portion of estates, lying south of the boundary line, this can only be effected under the provisions of Regulation I, 1824, by purchasing the properties at the price agreed to by the owners or settled by arbitration. The cost will probably be upwards of 50,000 Rupees for which sum the Government will acquire a property, the return from which will be very precarious.

14. The large tract of unoccupied lands on the north of Landour adjoining Childer's Lodge can no doubt be obtained from the Terce Raja for a small annual rent.

15. As soon as the Lieutenant-Governor is apprized of His Excellency's determination on the question now submitted for consideration, immediate steps will be taken for giving effect to it.

16. The original enclosures of your letter are herewith returned, copies being retained for record.

AGRA: }  
The 19th October 1844. }

I have, &c.,  
(Sd.) A. SHAKESPEAR,  
*Assistant Secretary to the Government, N.-W. P.*  
(True Copy.)  
(Sd.) A. SHAKESPEAR,  
*Assistant Secretary to the Government, N.-W. P.*  
(True Copy.)  
(Sd.) H. M. ELLIOT,  
*Secretary.*  
(True Copy.)  
(Sd.) W. KELLY,  
*Head Clerk.*

**Exhibit 193(a.)**

*Miscellaneous English correspondence of various years (from 1842 onwards)  
regarding Mussourie Estates, Municipal Meetings Act.*

No. 111.

To

H. VANSITTART, Esq.,  
*Superintendent,  
Dehra Doon.*

SIR,

I have the honour to forward to you by this day's dawn Major Wm. Brown's map of Landour and Mussourie to be carefully kept in your office.

2. Your Head Clerk must be responsible that this map, in two separate pieces, is not mislaid nor injured.

I have the honour to be,

SIR,

Your most obedient servant,

## Exhibit 104.

*Landour Cantonment boundary correspondence, 1843—1846.*

No. 35.

To

H. VANSITTART, Esq.,  
*Superintendent,*  
*Dehra Doon.*

SIR,

I have herewith the honour of transmitting to you copy of a letter received from the Sudder Board of Revenue giving cover to the instructions of Government relative to certain lands that are henceforth to be considered within the boundary of the Landour Cantonments, and stating the manner in which it is believed that their annexation may be effected.

2. You will be good enough to take the proper steps for carrying out this matter as quickly as possible, and with reference to the 2nd paragraph of Mr. Assistant Secretary Shakespeare's letter to enter into immediate communication with the various parties who have a concern in the lands required, to ascertain from them the precise terms on which the transfer can be made. As stated in this letter it seems not unlikely that such parties may consent to the including of their estates within the cantonment boundary (the hardship of which does not very readily appear) for a *small consideration*, in which case you will of course adopt such a rate of remuneration as may be agreed on; but if they are unwilling to come to such terms, it will then be necessary for you to have recourse to the purchase of the lands, in the manner set forth in Regulation I of 1824. In either case the result must be reported to me before the arrangement can be considered as complete.

I have the honour to be,

SIR,

Your most obedient servant,

(Sd.) C. R. CARTWRIGHT,

*Officiating Commissioner.*

COMMISSIONER'S OFFICE,  
 1ST DIVISION:  
 The 25th February 1845.

*Annexures.*

Copy of letter from Secretary, Sudder Board of Revenue, North-Western Provinces.

No. 30, dated 7th February 1845.

Copy of letter from Secretary to Government, North-Western Provinces, to Secretary, Sudder Board of Revenue, dated 29th January 1845, No. 422.

Copy of letter from Quartermaster-General of the Army, to Secretary to Government, North-Western Provinces, dated 31st December 1844, No. 519.

## Exhibit 105.

*Landour Cantonment boundary correspondence, 1843—1846.*

COPIES.

No. 30 OF 1845.

FROM

H. M. ELLIOT, Esq.,  
*Secretary to Sudder Board of Revenue, N.-W. Provinces.*

To

C. R. CARTWRIGHT, Esq.,  
*Officiating Commissioner of the Meerut Division.*

SIR,

With reference to my letter No. 311 of the 5th November 1844, regarding the Landour Cantonment boundary, I am directed by the Sudder Board of Revenue, N.-W. Provinces, to transmit for your information the annexed copy of the orders of Government, No. 422, dated the 29th January, with copies of its enclosures and to

request that the instructions given be carried out by settling the terms on which the estates to be now included within the limits of cantonments are to be transferred.

SUDDER BOARD OF REVENUE, } I have, &c.,  
N.-W. P., AGRA : } (Sd.) H. M. ELLIOT,  
The 7th February 1845. } Secretary.

To C. R. CARTWRIGHT, Esq.,  
Officiating Commissioner of the Meerut Division.  
Enclosures.

Copy of orders of Government, dated 29th January 1845, No. 422, with one English enclosure.

Exhibit 196.

Landour Cantonment boundary correspondence, 1843—1846.

COPIES.

No. 42 of 1845.

FROM A. SHAKESPEAR, Esq.,  
Assistant Secretary to the Government, N.-W. Provinces,

To H. M. ELLIOT, Esq.,  
Secretary, Sudder Board of Revenue, N.-W. Provinces.  
Dated Agra, the 29th January 1845.

SIR, With reference to Mr. Secretary Thornton's letter to your address of the 19th October last, No. 4654, I am directed by the Hon'ble the Lieutenant-Governor to transmit copy of a letter from the Quarter master-General of the Army, dated 31st ultimo, No. 519, on the subject of the adjustment of the Landour Cantonment boundary, and to request that the Board will adjust the terms on which the property in question can be brought within Cantonments.

2. His Honour believes that the small parcel of ground called the *dhoobee's ghaut*, is public property, and can be at once included in cantonments. It may also be observed that, though the owners of the several estates or lauds mentioned may claim purchase of their property by Government, it is probable that for a small consideration they may consent to have their property included within cantonment boundaries, and to hold it on the same terms as all other property in Cantonments is held. An arrangement of this nature will meet the object of the Government as well as the actual purchase would do.

3. So soon as the Board have settled the terms on which the land will be transferred, application will be made to the Government of India to pay the price, complete the purchase and mark off the new limits of the Cantonment.

I am, &c.,  
AGRA : } (Sd.) A. SHAKESPEAR,  
The 29th January 1845. } Assistant Secretary to the Government, N.-W. P.

Exhibit 197.

Landour Cantonment boundary correspondence, 1843—1846.

Copy.

No. 519.

FROM LIEUTENANT-COLONEL W. GARDEN,  
Quartermaster-General of the Army,

To J. THORNTON, Esq.,  
Secretary to the Government, N.-W. Provinces.  
Dated the 31st December 1844.

SIR, I have the honour, by direction of the Commander-in-Chief, to acknowledge the receipt of letter, No. 4653 of 1844, from A. Shakespear, Esq., Assistant Secretary

to the Government, North-Western Provinces, dated 19th of October last, with its enclosures, relating to the boundary of the cantonment at Landour and in reply to acquaint you, for the information of the Hon'ble the Lieutenant-Governor, N.-W. Provinces, that His Excellency after a careful perusal of the whole correspondence which has passed on the subject, fully concurs in opinion with His Honour, that the actual limits of the Landour Cantonment are as stated in the 7th, 8th, 9th and 10th paragraphs of the letter under acknowledgment excluding the estates of Childer's Lodge, Green Mount and Woodcroft, but including the sites on which the houses of Woodstock stand, and the greater part of the land attached to that estate.

2. With respect to what ought to be the limits of the Landour Cantonment, the Commander-in-Chief desires me to say that he approves of the line recommended by the Committee of which Major Ryan, Commanding the Landour Depot, was President, and H. Vansittart, Esq., Superintendent of the Doon, and Captain Graham, Executive Engineer of the Meerut Division, Members, as described in the 2nd paragraph of their report, under date the 22nd of September 1843.

3. This line excludes the estates of Green Mount and Woodcroft, but includes that of Childer's Lodge and other new lands as follows:—

- (1) lands north of Landour adjoining Childer's Lodge;
- (2) the Dhobee's Ghaut;
- (3) the lower part of Woodstock;
- (4) the lower part of White Park forest, the upper part being within the old boundary;
- (5) the lower part of the spur on which the Government mule sheds stand;
- (6) the lands adjacent to the Landour Bazar, south to the Ruspunna Nuddce, and west to the boundary pillar No. 1, at the Grand Parade; and
- (7) the lands west of Strawberry Hill and Slate Ville.

4. For the due transfer of these lands to be added to the Landour Cantonment for military purposes, the Commander-in-Chief would now request that the Lieutenant-Governor will be pleased to issue such orders as may be necessary.

5. On this transfer being carried into effect, His Excellency will adopt measures for having the new boundary completely marked off by the additional pillars recommended by the Committee in the 4th paragraph of their report.

I have, &c.,

QUARTERMASTER-GENERAL'S OFFICE, } (Sd.) W. GARDEN, LIEUT.-COL.,  
 HEAD QUARTER'S CAMP, UNBALLA : } Quartermaster-General of the Army.  
 The 31st December 1844.

(True Copy.)

(Sd.) A. SHAKESPEAR,

Assistant Secretary to the Government, N.-W. P.

(True Copy.)

(Sd.) H. M. ELLIOT,

Secretary.

(True Copy.)

(Sd.) W. KELLY,

Head Clerk.

#### Exhibit 198.

Landour Cantonment boundary, correspondence, 1843—1846.  
 No. 52.

To

H. VANSITTART, Esq.,

Superintendent, Dehra Doon.

SIR,

I have the honour to acknowledge the receipt of your letter, dated 17th instants, No. 10, enclosing copy of one from the Reverend Mr. Brooke, on the subject of

the terms on which he will consent to the transfer of his estate at Mussoorie to Government, either by sale or by compensation, for the purpose of its being brought within the limits of cantonments.

2. Before pronouncing on the propriety or otherwise of Mr. Brooke's terms it becomes essential to ascertain from that gentleman the extent of his property, and the grounds on which he demands such high prices. It is possible that there may be circumstances connected with his estate which render it of peculiar value or that its absorption within the limits of cantonments may be attended with peculiar hardship. If such things do exist, they should be stated, in order that we may be better able to judge how to deal with his estate.

3. There is one point to which Mr. Brooke's attention should be drawn and that is, that the ground is required for the purposes of Government, and that it is no longer optional with him, as to whether such lands shall be taken into cantonments. The inclusion of them must take place, and all that remains to be done is to adjust the terms on which such an arrangement may be made with fairness to both parties. In carrying out this adjustment it will be my duty (on the part of Government) to recommend only such terms as will be fairly compensatory for value lost to the proprietor of the estate. If the demand of that proprietor be in excess of such compensation, recourse must be had to arbitration (as mentioned in my last letter) which, as a harsher measure, it would have been perhaps more desirable to have avoided.

I have the honour to be,

Sir,

Your most obedient servant,

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 27th March 1845. }

(Sd.) C. R. CARTWRIGHT,  
Commissioner.

Exhibit 109.

*Landour Cantonment boundary correspondence, 1843—1846.*

No. 82.

To

H. VANSITTART, Esq.,  
*Superintendent, Dehra Doon.*

SIR,

With reference to the several letters received from you on the subject of the estates that are to be brought within the limits of the Landour Cantonment, I have now the honour to forward for your information, a copy of a letter from Mr. Secretary Thornton in which it is ruled that it is the lower part only of the Woodstock Estate, for which compensation is to be given.

2. You will be good enough therefore to furnish Major Reilly with a copy of this letter and to put yourself in communication with that officer for the purpose of settling what that compensation is to be.

3. I take this opportunity of redirecting your attention to the Quartermaster-General's letter, dated 31st December 1844, and enquiring from you whether any other of the lands therein specified, besides those "adjoining the Childer's Lodge Estates," "the lower part of Woodstock" and "the lower part of White Park Forest" are private property, to the owners of which, it would be necessary for you to give notice of the intentions of Government.

4. If I understand you rightly, you have stated it to be your opinion that the Reverend Mr. Brooke should receive a compensation of Rs. 8,000 for the lands adjoining his estates (I beg your attention to the words underlined) and that Captain Leeson should receive Rs. 1,200 for the purchase of the lower part of White Park Forest, and that both these arrangements have met with the concurrence of the said proprietors.

5. As this subject is one of long standing, and it is very desirable to bring it to conclusion, I shall feel obliged by your replying to this letter with as little delay as possible.

I have the honour to be,

SIR,

Your most obedient servant,

C. R. CARTWRIGHT,

Commissioner.

COMMISSIONER'S OFFICE,  
1ST DIVISION :  
The 17th May 1845. }

*Annexure.*

Copy of letter from Secretary to Government, N.-W. Provinces, to Secretary, Sudder Board of Revenue, N.-W. Provinces, dated 30th April, No. 1808 of 1845.

Exhibit 109A.

No. 124.

FROM

H. VANSITTART, Esq.,  
*Superintendent of Dehra Doon,*

TO

C. R. CARTWRIGHT, Esq.,  
*Commissioner of Meerut Division.*

SIR,

I have the honor to acknowledge the receipt of your letter No. 82, dated 17th instant, and in reply to inform you

2. That a copy has been furnished to Major Reilly, and as that Gentleman is, I believe, at Landour, no great delay will be allowed to elapse before that the terms of compensation or price of purchase of the lower part of his estate are arranged.

3. In reply to the 3rd paragraph of your letter now under acknowledgment, I have to inform you that the other lands besides those adjoining the Childer's Lodge Estate, and the lower part of Woodstock, and the lower part of White Park are *public* property.

4. And with reference to paragraph 4 I beg to explain that the compensation of Rs. 8,000 is tendered to the Reverend Mr. Brook for the *inclusion of the whole estate of Childer's Lodge*. Between that estate and the nallah, (the new boundary) there is a portion of cultivated land and barren hill belonging to the village of Duneta the property of the Raja of Terie. The Raja has been twice addressed on the subject but hitherto no answer has been received. These lands can be at once included. The answer of the Raja will probably disclaim all intencion of accepting compensation, in which case the value of the lands actually under cultivation will be arranged with the zamindars in possession, by myself, or by native arbitrators. The Rs. 1,200 demanded by Captain Leeson are for the *bond fide* purchase of White Park Forest.

DEHRA DOON :  
SUPERINTENDENT'S OFFICE,  
The 19th May 1845. }

I have, &c.,  
H. VANSITTART.  
*Superintendent.*

## Exhibit 200.

*Landour Cantonment boundary correspondence, 1843—46.*

COPY.

No. 1808 of 1845.

FROM

J. THORNTON, Esq.,  
*Secretary to the Government, N.-W. Provinces,*

TO

H. M. ELLIOT, Esq.,  
*Secretary to the Sudder Board of Revenue,  
N.-W. Provinces, Agra.**Dated Agra, the 30th April 1845.*

SIR,

I am directed to acknowledge the receipt of your docket No. 138, dated the 8th instant, with its enclosures, on the subject of the inclusion of the two houses on the estate named 'Woodstock' in the Military Cantonment of Landour.

2. The Hon'ble the Lieutenant-Governor observes that the maps which have been under consideration differ in this respect. The map, which was deemed to possess the greatest authority, threw the houses within cantonments, and the mass of evidence also supported that opinion. It is unnecessary now to agitate that question further. The enquiry how far this estate is now in Cantonments may be reserved for future consideration, and the Commissioner may be requested to make up his calculation on the supposition that the line runs as assumed by Government, and that the smaller portion only is to be purchased.

3. The original enclosures of your docket are herewith returned, copies being retained for record.

I am, &amp;c.,

J. THORNTON,

*Secretary to the Government, N.-W. Provinces.*

(True Copy.)

H. M. ELLIOT,  
*Secretary.*

(True Copy.)

W. KELLY,  
*Head Clerk.*

AGRA :

The 30th April 1845. }

## Exhibit 201.

*Landour Cantonment boundary correspondence, 1843—1846.*

No. 85.

TO

H. VANSITTART, Esq.,  
*Superintendent, Dehra Doon.*

SIR,

With reference to the 4th paragraph of your letter, dated 19th instant, No. 124, upon the subject of the lands required for the Landour Cantonment, among which is included a portion of cultivated land, &c., belonging to the Rajah of Tarie, I request you will take immediate steps for ascertaining the value of that portion of land, either by private negotiation with the proprietor, or by arbitration agreeably to regulation I of 1824.

2. Should the latter course be adopted, you will of course be careful to carry out all the provisions of the regulation quoted, but the matter will not be considered as settled until it has received the sanction of Government.



3. It would be very desirable if you could procure from Captain Kirke or some competent person a sketch map of the lands which it is now proposed to take into cantonments.

I have the honour to be,  
SIR,  
Your most obedient servant,  
C. R. CARTRIGHT,  
*Commissioner.*

COMMISSIONER'S OFFICE, }  
1st DIVISION :  
The 23rd May 1845. }

Exhibit 202.

Landour cantonment boundary correspondence, 1843—1846.

No. 135.

FROM

H. VANSITTART, Esq.,  
*Superintendent, Dehra Doon.*

*Dated 28th May 1845.*

SIR,

In continuation of my letter No. 124, dated 19th instant, I have the honour to annex a copy of a communication received from Major Keilly and to inform you that I rode up to Landour and that after a careful examination of the estate, and its capabilities, and a due consideration of the amount of capital that has been expended upon its improvement, I came to the conclusion that the demand of Rs. 4,000 as compensation is very moderate, and that any reference to arbitrators will entail a greater loss on Government.

2. The map of the Quartermaster's department included, if my recollection serves me, the greater part of the estate.

3. But the map drawn up by Captain Brown, Revenue Surveyor, and received by me in December last must certainly exclude the whole estate, with the exception of a portion of barren hill running above the houses.

I have, &c.,  
H. VANSITTART,  
*Superintendent.*

DEHRA DHOON: }  
SUPERINTENDENT'S OFFICE,  
The 25th May 1845. }

TO

C. R. CARTWRIGHT, Esq.,  
*Commissioner, Meerut Division.*

Exhibit 203.

Landour Cantonment boundary correspondence, 1843—1846.

No. 2.

FROM

H. VANSITTART, Esq.,  
*Superintendent, Dehra Doon,*

TO

CAPTAIN H. KIRKE,  
*Executive Officer, Doon Water Courses, Dehra.*

SIR,

I do myself the honour to annex a copy of a letter received from Mr. Cartwright and with reference to the same, request the favour of your drawing up a sketch map, in case that you have leisure sufficient to admit of your doing so.

*Dated 29th May 1845.*

2. The lands now to be included are:—

- (1) Childer's Lodge and the lands adjoining thereto unto the Nallah;
- (2) The Dhobee's Ghaut;
- (3) The lower part of Woodstock;
- (4) The lower part of White Park Forest, the upper part being within the old boundary;
- (5) The lower part of the spur on which the Government mule sheds stand;
- (6) The lands adjacent to the Landour Bazar, south to the Ruspunnah Nuddees and west the boundary pillar No. 1 at the Grand Parade; and
- (7) The lands west of Strawberry Hill and Slate Ville.

DEHRA DHOON:  
SUPERINTENDENT'S OFFICE,  
The 29th May 1845.

I have, &c.,  
(Sd.) H. VANSITTART,  
Superintendent.

Exhibit 204.

Landour Cantonment boundary correspondence, 1843—1846.

No. 444.

FROM

CAPTAIN H. KIRKE,  
Executive Officer, Doon Water Courses,

TO

H. VANSITTART, Esq.,  
Superintendent, Dehra Dhoom.

Doon Canal Office, Dehra, 8th June 1845.

SIR,

In compliance with your letter No. 2 of the 29th May last, I have the honor to

enclose a rough sketch showing the lands within the boundary pillars of the Landour Cantonment in which are included the Childer's Lodge, Strawberry Hill, and Slateville estates together with the lands adjoining thereto down to the rivers Khuttah Pance and Taptee. I have attempted to point out a small patch of cultivation just below where the Khuttah Pance river joins the river Taptee 25 catcha begabs of which is claimed by the Mokuddum of Thunnatah as being outside the cantonment boundary pillar but agreeable to Major Brown's map as well as about 100 beghas of cultivation joining it, are within the cantonment lands of Landour.

2. I beg to state that I have not taken a copy of the sketch herewith sent and that as there is no map of cantonment in the Station Staff Office at Landour it would perhaps be advisable to have a fair copy taken of the enclosed and forwarded to the Commanding Officer.

3. In a day or two I shall forward a contingent bill for the expenses incurred in taking these surveys.

I have the honor to be,

SIR,

Your most obedient servant,

(Sd.) H. KIRKE, Esq.,  
Executive Officer, Doon Water Courses.

## Exhibit 205.

*Landour Cantonment boundary correspondence, 1843—1846.*  
No. 149.

FROM

H. VANSITTART, Esq.,  
*Superintendent, Dehra Doon,*

TO

C. R. CARTWRIGHT, Esq.,  
*Commissioner, Meerut Division.*

Dated 9th June 1845.

SIR,

In reply to your letter No. 85, dated the 23rd ultimo, I have the honor to annex a sketch map and a public letter received from Captain Kirke regarding the boundary of the Cantonment of Landour.

2. I have overruled the demand of the zamindár and have agreed to allow him to cultivate the land until such time as it may be required for Government purposes.

3. The arrangement may now be considered to have been brought to a conclusion; the boundary pillars are standing and on your agreeing to give the compensation demanded by Major Reilly, Captain Leeson and the Reverend Mr. Brookes the Commandant of the Depôt can be directed to take possession.

I have, &amp;c.,

DEHRA DOON:  
SUPERINTENDENT'S OFFICE,  
*The 9th June 1845.*

(Sd.) H. VANSITTART,  
*Superintendent.*

To—C. R. CARTWRIGHT, Esq.,  
*Commissioner, Meerut Division.*

## Exhibit 206.

*Landour Cantonment boundary correspondence, 1843—1846.*  
No. 125.

TO

H. VANSITTART, Esq.,  
*Superintendent, Dehra Doon.*

SIR,

With reference to the correspondence that has recently taken place on the subject of the enclosure of certain fresh lauds in the Landour Cantonment, I have the honour to call your attention to the accompanying letter from the Secretary to Government regarding the cultivated and waste lands the property of natives, for which no compensation has been named.

2. You will be good enough to affect the requisite arrangement *without loss of time.*

3. I of course recollect that in your letters, dated 19th May and 9th June last, you alluded to these lands and stated that the zamindárs' objections had been overruled. This land, however, must now be obtained on some definite terms, either by compensation or purchase, and if the zamindár will not consent to either, it must be settled by arbitration.

I have the honour to be,

SIR,

Your most obedient servant,

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
*The 4th August 1845.*

(Sd.) C. R. CARTWRIGHT,  
*Commissioner.*

Annexure.

*Copy of letter from Secretary to Government, N.-W. Provinces, dated 12th July 1845, No. 2352.*

Exhibit 207.

Landour Cantonment boundary correspondence, 1843—1846.

COPY.

No. 2952 of 1845.

FROM

J THORNTON, Esq.,

Secretary to the Government, N.-W. Provinces,

TO

H. M. ELLIOT, Esq.,

Secretary to the Sudder Board of Revenue, N.-W. P., Agra.

Dated Agra, the 12th July 1845.

SIR,

I am directed by the Hon'ble the Lieutenant-Governor to acknowledge the receipt of your docket No. 286, dated the 24th ultimo, with its enclosures, requesting sanction to the arrangement proposed for including certain estates within the Cantonment of Landour, and in reply to observe that the return is incomplete, for no notice taken of compensation for the large tract of waste land, and the 125 beghas of cultivated land taken on the north side from the native proprietors. The Board are requested to supply this defect and report the result. It is probable the consideration for these lands will be small, but whatever it is, it should be stated.

2. The original enclosure of your docket is herewith returned, a copy being retained for record. The original sketch will be returned hereafter.

I have, &c.,

(Sd.) J. THORNTON,

Secretary to Government, N.-W. P.

(True Copy.)

(Sd.) H. M. ELLIOT,

Secretary.

(True Copy.)

(Sd.) W. KELLY,

Head Clerk.

AGRA :  
The 12th July 1845. }

Exhibit 208.

Landour Cantonment boundary correspondence, 1843—1846.

No. 229.

FROM

H. VANSITTART, Esq.,

Superintendent Dehra Doon,

TO

C. R. CARTWRIGHT, Esq.,

Commissioner, Meerut Division.

Dated 11th September 1845.

SIR,

I now have the honour to acknowledge the receipt of your letter No. 125, dated 4th ultimo, and in reply to inform you that I still am of opinion that the zamindars are not entitled to compensation for the cultivated land which will be included within cantonments.

2. For when Mr. Wells, the Special Commissioner, put up the boundary pillars the zamindars' ryate of the Rajah of Terce were beginning to clear the hill side of jungle and were given to understand that although they were at liberty to cultivate that land, they were not to consider themselves proprietors, but should remain in possession under sufferance only.

That cultivation now includes some 300 local beghas more or less.

3. The cause of my delay in answering your letter now under acknowledgment has been this that the zamfudárs asserted that they paid rent for that land to the Rajah on the subject but have not received a reply. But the zamfudárs have since allowed that their lease was dated eight years ago and that they have broken that land within the last four years. I am of opinion that they have no claim for compensation.

4. And as regards the hill side of waste land it is valueless to the Rajah and has been included within the pillars for the last four years and never has been claimed by him.

5. In conclusion I beg to recommend Government at once to assume charge of these lands. I doubt that the Rajah will claim compensation and I am of opinion that were any claim preferred it would be for a trifling sum.

I have the honour to be,

SIR,

Your most obedient servant,

(Sd). H. VANSITTART,

*Superintendent.*

DERA DHOON:  
SUPERINTENDENT'S OFFICE, }  
The 11th September 1845. }

Exhibit 209.

*Landour cantonment boundary correspondence, 1843—1846.*

No. 161.

To

H. VANSITTART, Esq.,

*Superintendent of Dehra Doon.*

SIR,

With reference to your letter, dated 11th instant, No. 229, I beg to say that as long as there is any doubt upon the subject of the land in question, the Government intencion cannot be carried out. I request therefore that you will at once settle the matter as to whether any and what compensation is claimed by and payable to the proprietors of all that portion of land noticed by Government in their letter, dated 1st July last, No. 295, and let me know the result without further loss of time.

I have the honour to be,

SIR,

Your most obedient servant,

(Sd). C. R. CARTWRIGHT,

*Commissioner.*

COMMISSIONER'S OFFICE, }  
1st DIVISION: }  
The 17th September 1845. }

Exhibit 210.

*Landour Cantonment boundary correspondence, 1843—1846.*

No. 235.

FROM

H. VANSITTART, Esq.,

*Superintendent of Dehra Doon.*

To

C. R. CARTWRIGHT Esq.,

*Commissioner, Meerut Division,*

*Dated 19th September 1845.*

SIR,

I have the honour to acknowledge the receipt of your letter No. 161, dated 17th instant, and in reply to state, that as the more perfect information called for entails another reference to the Rajah of Dehra and his firingnagar is at the distance of four days' march from Dehra, and as the Rajah frequently gives no answer to my letter and I am very delayed in writing them, it is more than likely that a very considerable interval will pass before I receive a satisfactory reply.

It appears to me that had he entertained any sort of claim he would have preferred it, on the occasion of Mr. Wells' demarcation of the boundary and on receipt of any former letters.

I have the honour to be,

SIR,

Your most obedient servant,

DEHRA DOON :  
SUPERINTENDENT'S OFFICE,  
The 19th September 1845. }

(Sd.) H. VANSITTART,  
Superintendent.

Exhibit 211.

Landour Cantonment boundary correspondence, 1843—1846.

No. 286.

FROM

H. VANSITTART, Esq.,  
Superintendent of Dehra Doon,

TO

C. R. CARTWRIGHT, Esq.,  
Commissioner, Meerut Division.

Dated 14th November 1846.

SIR,

In continuation of my letter No. 262A, dated 25th October last, I have the honour to inform you that the arbitrators named by me inspected the land which it is proposed should be included within the cantonment of Landour and agreed that an annual sum of Rs. 27 should be tendered to the Rajah as compensation for the 26 cultivated begabs now beyond the pillars.

2. By this arrangement the lands of the village of Turrouta whether cultivated or uncultivated are excluded from the cantonment.

I have, &c.,

DEHRA DOON :  
SUPERINTENDENT'S OFFICE,  
The 17th November 1845. }

(Sd.) H. VANSITTART,  
Superintendent.

Exhibit 212.

Landour Cantonment boundary correspondence, 1843—1846.

No. 198.

TO

H. VANSITTART, Esq.,  
Superintendent, Dehra Doon.

SIR,

In reply to your letter, dated 14th instant, No. 286, I beg to point out to you that you have still failed to carry out the wish of Government which was clearly stated in the letter, dated 12th July last, as having reference to 125 begabs of cultivated land, and a large tract of waste that is proposed to be taken for cantonment purposes on the north side, from native proprietors.

2. I much regret the delay that has taken place in the fulfilment of the Government instructions and request you will hasten your final report as much as possible. You will be pleased to observe that nothing short of an arrangement for the whole of the land alluded to in the Government letter will answer its expectation and intention.

I have the honour to be,

SIR,

Your most obedient servant,

COMMISSIONER'S OFFICE,  
1ST DIVISION :  
The 19th November 1845. }

(Sd.) C. R. CARTWRIGHT,

Commissioner.

## Exhibit 213.

*Landour Cantonment boundary correspondence, 1843—1846.*

No. 295.

FROM

H. VANSITTART, Esq.,  
*Superintendent, Dehra Doon,*

To

C. R. CARTWRIGHT, Esq.,  
*Commissioner, Meerut Division.*  
*Dated 22nd November 1845.*

SIR,

In reply to your letter No. 198, dated the 19th instant, I have the honour to inform you that as the zamindars of the Rajah of Tehree acknowledge that they hold the 125 begahs under sufferance only (that land being already within the pillars) no compensation has been allowed, and as the land to the north is the mark bare side of the hills unculturable and uncultivated, it was not considered necessary by the arbitrators to fix compensation for it.

I have, &amp;c.,

DEHRA DOON :  
SUPERINTENDENT'S OFFICE, }  
*The 22nd November 1845.*

(Sd.) H. VANSITTART,  
*Superintendent.*

## Exhibit 214.

*Landour Cantonment boundary correspondence, 1843—1846.*

No. 204.

To

H. VANSITTART, Esq.,  
*Superintendent of Dehra Doon.*

SIR,

With reference to your letter No. 295, dated the 22nd instant, and to previous correspondence on the subject of the Government letter No. 2952, dated 12th July 1845, transmitted to you with mine of the 4th August following, No. 125, I request that you will state, categorically, the amount of compensation to be given to the proprietor or proprietors of the 125 cultivated begahs of land, alluded to by Government, as well as for the waste tract, noticed by them, with the names of the persons who are to receive compensation, and the manner in which this compensation has been awarded.

2. In your letter under acknowledgment you appear to allude to land that is already within the pillars, which must, I imagine, be altogether different from that pointed out by Government, and which is described in Mr. Secretary Thornton's letter as being without the boundary line.

3. As this correspondence has already reached an unnecessary and inconvenient length, I shall feel obliged by your giving me the requisite information as briefly, as clearly and as quickly as you can.

I have the honour to be,

SIR,

Your most obedient servant,  
(Sd.) C. R. CARTWRIGHT,

COMMISSIONER'S OFFICE, }  
1ST DIVISION : }  
*The 27th November 1845.*

*Commissioner.*

Exhibit 216.

Landour Cantonment boundary correspondences, 1848—1846.  
No. 812.

FROM

H. VANSITTART, Esq.,  
Superintendent, Dehra Doon,

TO

C. R. CARTWRIGHT, Esq.,  
Commissioner, Meerut Division.

Dated 13th December 1845.

SIR,

In reply to your letter No. 204, dated 27th ultimo, I have the honour to inform you that the compensation of Rs. 27-8-0 is to be paid to the zamindars of Thunnaotah by name Sibn, Dhunnic, Boersing, Boersing 2nd, Motie, and Buhnie, and has been taken at the average rate of one rupee for local bigah or 4-13 per acre.

By a reference to Captain Kirke's letter No. 444, dated 8th June 1845, you will see that these 25 bigahs are adjoining the 100, within cantonments; it appears doubtful whether these 25 bigahs are not also, within cantonments, and the zamindars secured the benefit of that doubt.

The 100 bigahs are within cantonment limits as they were defined by Mr. Wells, and the claim of zamindars for compensation has from the first been over ruled.

I have the honour to be,

SIR,

Your most obedient servant,

DEHRA DOON :  
SUPERINTENDENT'S OFFICE,  
The 13th December 1845. }

H. W. VANSITTART,  
Superintendent.

TO—C. R. CARTWRIGHT, Esq.,  
Commissioner, Meerut Division.

Exhibit 216.

Landour Cantonment boundary correspondence, 1843—1846.  
No. 21.

TO

A. ROSS, Esq.,  
Officiating Superintendent, Dehra Doon.

SIR,

I have the honour, with reference to my predecessor's letter No. 125, dated the 4th August last, and its annexures to forward for your information, copy of further orders, from Government with its accompaniment, received with the Sudder Board's docket No. 33, dated the 30th ultimo.

I have the honour to be,

SIR,

Your most obedient servant,

COMMISSIONER'S OFFICE,  
1ST DIVISION :  
The 5th February 1846. }

(Sd.) D. B. MORRIESON,

Officiating Commissioner.

Annexures.

Copy of letter from Mr. Assistant Secretary Shakespear, dated 22nd January 1846, No. 223 of 1846.

Copy of letter from Major Sturt, Officiating Secretary to the Government of India, Military Department, to Secretary to Government, N.-W. Provinces, dated 26th December 1845, No. 520.



## Exhibit 217.

*Landour Cantonment boundary correspondence, 1843—1846.*

COPIES.

No. 223 of 1846.

FROM

A. SHAKESPEAR, Esq.,  
*Assistant Secretary to Government, N.-W. Provinces,*

TO

G. C. BARNES, Esq.,  
*Officiating Secretary, Sudder Board of Revenue,  
N.-W. Provinces, Agra.**Dated Agra, the 22nd January 1846.*

SIR,

I am directed by the Hon'ble the Lieutenant-Governor to transmit to you the annexed copy of a letter No. 520, from the Officiating Secretary to the Government of India, Military Department, dated the 26th ultimo, regarding the boundary of the Military Cantonment of Landour, and to request that the Board will consider the limit of cantonments to remain as already fixed.

2. The sketch which accompanied your predecessor's docket No. 286 of the 24th June last, is herewith returned.

I am, &amp;c.,

AGRA :  
The 22nd January 1846. }(Sd.) A. SHAKESPEAR,  
*Assistant Secretary to Government, N.-W. P.*

## Exhibit 218.

*Landour Cantonment boundary correspondence, 1843—1846.*

No. 1 IN No. 223 OF 1846.

COPY.

No. 520.

FROM

MAJOR W. M. N. STURT,  
*Offg. Secretary to the Government of India,  
Military Department*

TO

J. THORNTON, Esq.,  
*Secretary to Government, N.-W. Provinces.**Dated the 26th December 1845.*

SIR,

With reference to your office letter No. 4307 of the 4th October last, and to former correspondence on the subject of including the estates of Childer's Lodge and part of Woodstock and White Park Forest within the Military cantonment of Landour, a measure which would involve the payment of indemnification to the extent of Rs. 13,200 (thirteen thousand two hundred) to their proprietors, I am directed to acquaint you, for the information of the Hon'ble the Lieutenant-Governor, that Government are not disposed to incur so heavy an expense as the grant of the compensation claimed by the parties in question for their respective properties would entail.

The sketch received with your letter No. 3579 of the 21st August last is herewith returned as requested.

FORT WILLIAM: } I have, &c.,  
 The 26th December 1845. } (Sd.) W. M. N. STURT, MAJOR,  
 } *Officiating Secretary to the Govt. of India,*  
 } *Military Department.*

(TRUE COPY.)

(Sd.) A. SHAKESPEAR,  
*Assistant Secretary to Government, N.-W. P.*

(TRUE COPY.) } (TRUE COPY.)  
 (Sd.) W. KELLY, } (Sd.) G. C. BARNES,  
 Head Clerk. } *Officiating Secretary.*

Exhibit 219.

*Landour Cantonment boundary correspondence, 1843—1846.*

No. 12.

FROM

A. ROSS, Esq.,  
*Officiating Superintendent, Dehra Doon,*

TO

D. B. MORRIESON, Esq.,  
*Officiating Commissioner, Meerut Division.*

*Dated 19th February 1846.*

SIR,

I have the honour to acknowledge the receipt of your letter No. 21, dated the 5th instant with its accompaniments, and to request you will inform me whether the orders of Government directing the limits of the cantonment of Landour to remain as already fixed are to be considered as having reference to the 25 local begahs of cultivated land for which compensation of Rs. 27-8-0 was recommended by my predecessor to be paid to the proprietors or to the estates only which are named in the letter of the Officiating Secretary to Government of India, Military Department, to the address of the Secretary to Government, North-Western Provinces, dated 26th December 1845.

DEHRA DOON: } I have, &c.,  
 SUPERINTENDENT'S OFFICE, } (Sd.) A. ROSS,  
 The 19th February 1846. } *Officiating Superintendent.*

Exhibit 220.

*Landour Cantonment boundary correspondence, 1843—1846.*

No. 26

TO

A. ROSS, Esq.,  
*Officiating Superintendent, Dehra Doon*

SIR,

With reference to your predecessor's letter of the 9th June 1841, N. O. 10, and its enclosure, I have the honour to acknowledge your information, copy of the order of

Government received with the Sudder Board's docket No. 480, dated the 10th instant.

I have the honour to be,

SIR,

Your most obedient servant,

(Sd.) D. B. MORRIESON,  
Commissioner.

COMMISSIONER'S OFFICE,  
1ST DIVISION: }  
The 19th February 1846.

Annezure.

Extract copy of paragraph 1 from a letter from Secretary to Government, N.-W. Provinces, to Officiating Secretary, Sudder Board of Revenue, N.-W. Provinces, dated 5th February 1846.

*Enclosure returned.*

A sketch showing the boundary marks of the Landour cantonment.

Exhibit 221.

*Landour Cantonment boundary correspondence, 1843—1846.*

COPY.

Extract from the orders of Government, N.-W. Provinces, No. 436 of 1846, dated the 5th February 1866, paragraph 1.

Paragraph 1. I am directed to acknowledge the receipt of your letter No. 12 of the 13th ultimo, with its enclosure and in reply to intimate that the Hon'ble the Lieutenant-Governor has been pleased to sanction the compensation of Rs. 27-8-0 per annum to the zamfudars of Thunnatab for 25 beghas of laud taken into the cantonment of Landour on the understanding that the proposed annual payment is held to convey to Government the right to the whole tract within the boundary of cantonments, as now fixed. The compensation will be charged to the Military Department.

(TRUE COPY.)

(Sd.) G. C. BARNES,  
Officiating Secretary.

(TRUE COPY.)

(Sd.) W. KELLY,  
Heva Clerk.

Exhibit 222.

*Landour Cantonment boundary correspondence, 1866—1880.*

[Extract from the proceedings of the Hon'ble the Lieutenant-Governor, North-Western Provinces, in the Public Works Department, under date the 24th of January 1866.]

Copy of a letter No. 12, dated Simla, the 5th of January 1866, from the Quarter-master-General of the Army to the Secretary to the Government of the N.-W. Provinces in the Public Works Department.

SIR,

With reference to your letter No. 1899A of 7th September 1865, regarding the

Landour Cantonment boundary and in continuation of No. 2986 of 26th September last, I have the honor to inform you that a reference to the records in the office of the late Military Board shows that in December 1827, the buildings at Landour were just ordered to be commenced, and that on the 2nd September 1840, the Secretary to Government, N.-W. Provinces, forwarded to Government of India, Military Department, with No. 2581, a copy of correspondence with the Political Agent at Deyra Doon approving of the arrangements proposed by him for extending and fixing the boundary of the Landour Cantonment, in consequence of which the Military Board informed the Governor-General of India in Council on the 25th September 1840, that in their opinion the

No. 1276 of 5th December 1827 and No. 1735 of 26th February 1828, from the Superintendent, Public Works, N.-W. P., to the Secretary, Military Board.

boundaries should be surveyed, and pillars erected, and that they know of no objection to Lieutenant Jones of the Engineers giving assistance in the proposed survey.

2. An application will be made to the Military Department for any further information and records that may be obtainable from that office, meanwhile I am to suggest that a reference be made to the records of the Government, N.-W. Provinces, in view to obtaining the original correspondence with the Political Agent referred to a copy of which only was sent to Government and to ascertaining whether the survey of the boundaries was made by Lieutenant Jones or any other officer, and approved by Government and the pillars erected.

I have the honour to be, &c.,  
(Sd.) C. JOHNSON,  
*Assistant Quartermaster-General.*

No. 372A. OF 1866.

ORDER.—Ordered that a copy of the foregoing be forwarded to the Superintendent of Dehra Doon requesting that as the Secretariat records were destroyed in 1857, he will ascertain if the records of the Political Agent at Dehra Doon at the time referred to are forthcoming and if there are any papers among them showing what were the boundaries of the Landour Cantonment then fixed and if any copy of the survey made by Lieutenant Jones is included among them.

P. W. DEPARTMENT, N.-W. P. } (Sd.) G. HODGSON, LIEUT.-COL., R.E.,  
CAMP BUSHAL: } *Offg. Secy. to the Govt. N.-W. P.*  
The 24th of January 1866. } *P. W. Dept.*

**Exhibit 223.**

*Landour Cantonment boundary correspondence, 1866—1880.*  
No. 130 OF 1866.

To

LIEUT.-COL. HODGSON, *Secretary to Government, P. W. D.*

10th March.

SIR,

I have the honour to forward to you copies of letters as per margin all relating to the demarcation of boundaries at Landour.

1. Secretary to Government, Political Agent No. 38, dated 8th June 1841.

2. Officer Commanding Landour to Political Agent, dated 29th June 1841, No. 246.

3. Quartermaster-General to Political Agent, dated 5th July 1841.

4. Political Agent to Commissioner, Meerut, No. 51, dated 14th July 1841.

1. Political Agent to Assistant Political Agent, No. 93, dated 7th September 1840.

2. Colonel Hereford to Political Agent No. 200, dated 17th September 1840.

3. Political Agent to Colonel Hereford No. 190, dated 18th September 1840.

4. Political Agent to Assistant Secretary to Government No. 99, dated 19th September 1840.

5. Secretary to Government of India, Military Department, No. 52, dated 7th October 1840, to Secretary to Government, N.-W. P., with enclosures.

1. Special Commissioner to Commissioner, Meerut, dated 24th October 1842.

2. Secretary, Board of Revenue, N.-W. P., to Secretary to Government, N.-W. P., No. 1002, dated 25th September 1842.

3. Special Commissioner to Commissioner, Meerut, dated 5th August 1842.

4. Secretary to Government of India, Military Department, No. 52, dated 7th October 1840, to Secretary to Government, N.-W. P., with enclosures. I have succeeded in finding in my office an old map of Mussorie and Landour with thread inserted on the boundary lines of Landour. I first observed this map in August and could find no one who knew the origin of these threads. But on looking through the correspondence and finding this letter I recollect having observed these threads. The map which I immediately sent for. There is no evidence on record to show that this map is the map referred to but as the thread has evidently been inserted in the

the map was mounted, I think that it is probably the map referred to. The threads have lost their color from age and it is barely possible to distinguish between the white and orange coloured and one of the threads has broken. Should you desire it, I will send the map for your inspection.

5. With regard to the correspondence on the subject of Mr. Wells' survey, I have only sent the letters which show how the Landour boundaries were finally settled. It is difficult to collect connected correspondence from the letter book but should you wish a copy of the whole I will have it made.

I have, &c.,  
(Sd.) A. ROSS.

Exhibit 224.

*Landour cantonment boundary correspondence, 1866—1880.*

No. 9.

Almorah, 16th October 1869.

SIR,

In reply to your memo. No. 452 of the 1st instant, I am informed by the Deputy Assistant Quartermaster-General, Meerut Division, that all the letters and papers bearing on the case are in your possession. I do not think I can state the case more clearly or concisely than it is stated in those papers. However, I will endeavour to repeat the case as clearly and concisely as possible.

I purchased a portion of the Woodstock estate from Mrs. Reilly in 1861. She assuring me at the time that the estate was not within the Landour Cantonments, and never had been at any time. She has since repeated this in a letter to me, which I have. At the time of purchase there were most certainly no cantonment boundary pillars on the estate nor were any constructed till 1866. I first saw the pillars in December 1866.

The reasons Mrs. Reilly had for knowing that the estate was not within the cantonments are as follows:—

1. Colonel Reilly, and afterwards, Mrs. Reilly, have had the place for some 25 years, during which time they never have had the slightest idea that it was in the Landour cantonment. And no boundary pillars have existed upon the estate showing that it was contained within the Landour cantonment during the above-mentioned period. The boundary pillars only having been placed there in 1866.

2. In Colonel Reilly's time, I fancy somewhere about 1850, the Government wished to purchase the Woodstock estate with a view to its being included within the cantonment boundary (Mr. Vansittart now Judge at Bareilly was President, or a member of the Committee) the purchase fell to the ground, as Government did not feel inclined to pay the sum decided upon.

3. Ground rent has always been paid for the estate. Rent is never paid, I believe in any Cantonment in India for the land.

4. In 1862 Mrs. Reilly entered into an agreement with Government to allow *her portion of the Woodstock estate* to be included within the Landour Cantonment for *police purposes only*. A copy of the agreement is attached to the papers.

5. The road leading from the Landour Bazar towards Teree and which runs between my cottage and the top of the Landour hill, is not admitted to be within the Landour cantonment and the Military authorities have repeatedly repudiated the idea that they were in any way responsible for its repairs. Mrs. Reilly gave (Rs. 600) six hundred rupees only a few years ago towards its repair and the repairs were carried out under the orders of the Civil Authorities.

6. In 1857-58 Mrs. Reilly made application to the Military authorities for protection which was refused, and she was informed that no help could be given her unless she came into Cantonments (she was at the time living in Woodstock).

7. In 1863 I made application to the Officer Commanding at Landour to interfere regarding some servants, he refused, saying he could not do so as my place

was not in cantonments. Now if the estate was originally in the Landour Cantonments, why did Government wish to purchase it with a view to its being included in the cantonment, and why order a Committee to value the estate? If the estate was in Cantonments in 1861, why should the Government in 1862 enter into an agreement with Mrs. Reilly stating that the estate was included within cantonments for police purposes only. It would appear odd also that the road should not be a Cantonment road, and yet the land on each side be regarded as Cantonment land. My objection to the place being in the cantonment is that, it decreases the value of the property by at least one half if not more. No doubt the mistake took place in this way, that after Mrs. Reilly agreed to her portion being included in the Landour Cantonments the persons who were sent to put up the pillars concluded that the whole of the Woodstock estate still belonged to Mrs. Reilly, and erected the pillars accordingly. I not being on the spot knew nothing of the matter, but my chaukidâr informed me that he had told the Overseer that the place was not now Mrs. Reilly's but mine. Mrs. Reilly also has informed me that she gave no permission as regards my place, only the portion which still belonged at the time to her, as she very reasonably says "how could I when the place did not belong to me." If the place had originally been in cantonments Government would have included the whole of the hill, and Midlands would have been within the cantonments as well as Woodstock, as Midlands is merely a spur of the Landour hill exactly as my place is. They never would have included one spur and left out the next, as at that time there were no houses and nothing to prevent the spur being included.

I have the honour to be,

SIR,

Your most obedient servant,

(Sd.) H. H. LYSTER,

Major, 2nd in Command and Wing Officer,

3rd Goorkha Regiment.

To

THE SUPERINTENDENT,

Dehra Doon.

*Note.*—If a place is within cantonments the Officer Commanding has the power to prevent the owner cutting a tree or planting one cutting a site. Quarrying stones, building, or even cutting grass on his own property. If he so wished he could even prevent cows or sheep being kept, and he has almost the power of fixing the rent. This will be found quite sufficient to account for the reduction of value where a property is included in a cantonment. Of course the loss would not be so great if the owner held on agreement stating it was only included for police purposes. As in Mrs. Reilly's case.

I shall be once at Dehra I trust about the 10th of next month and shall be happy to answer any questions or give any information in my power to the court.

(Sd.) H. H. LYSTER.

**Exhibit 225.**

*Landour Cantonment boundary correspondence, 1866—1880.*

Copy.

No. 112C.

To

THE COMMISSIONER.

*Meerut Division, Mussoorie.*

*Quartermaster-General's Department, Meerut Division, Landour.*

6th August 1873.

SIR,

With reference to previous correspondence, I have the honour to request that the services of a civil officer may be made available as soon as practicable to verify the boundary of the Landour Military Cantonment.

2. In accordance with instructions from the Quartermaster-General the Officer Commanding at Landour will be President, and the Civil Officer alluded to and the Deputy Assistant Quartermaster-General of this Division, members of the Committee.

I have the honor to be,

Commanding, Meerut Division.

No. 57, dated 20th August 1873.

Forwards copy, and request that he (Mr. Ross) will place himself in communication with the Officer Commanding the Landour Depôt with the view of facilitating the object referred to.

(Sd.) (ILLEGIBLE),  
Commissioner.

To

THE SUPERINTENDENT,  
Dehra Doon.

Exhibit 226.

Landour Cantonment boundary correspondence, 1866—1880.

Commissioner's office of the 1st or Meerut Division, Judicial Department.

FROM

THE COMMISSIONER,  
1st or Meerut Division.

To

THE SUPERINTENDENT,  
Dehra Doon.

9th January 1874.

No. 1.

Landour Cantonment boundary.

WITH reference to communication No. 57, dated 20th August 1873, enquires what is being done in this matter.

By order, &c.,  
(Sd.) I. C. ROBERTS,  
Head Assistant.

Exhibit 227.

Landour Cantonment boundary correspondence, 1866—1880.  
1874.

Revenue Department.

To

THE COMMISSIONER,  
1st Division, Meerut.

No. 29, dated 16th January 1874.

REPLY that the whole matter has been referred to His Excellency the Commander-in-Chief and no answer received as yet. The Military authorities seem to be rather startled at finding the land is not the property of Government as in other cantonments.

(Sd.) A. ROSS.

Landour Cantonment Boundaries.

**Exhibit 228.**

*Landour Cantonment boundary correspondence, 1866—1880.*  
No. 802 of 1879.

To

THE QUARTERMASTER-GENERAL,

*Meerut.*

12th December 1879.

SIR,

In reply to your letter No. 952A (Quartermaster-General's Department) dated 28th ultimo, I beg to state that when orders were received of Landour Cantonment boundary, Mrs. Lamb and Major Lyster objected to have their houses included in cantonment, but from the correspondence in this office, I cannot find that anything was finally settled in regard to these estates.

2. There is no record in my office showing when Edge Hill and other properties were placed under cantonment authorities for police purposes, the record I presume must be in the Landour Cantonment Office.

The enclosures of your letter under reply are herewith returned.

3. I send a copy of the latest paper on the subject of the boundary disputes existing in our office. It is dated 20th June 1873 and shows that up to that date nothing had been finally settled in the matter.

4. In a letter on the subject of one of these disputes from Colonel Lyster to Superintendent of the Doon, I find the following words in paragraph 4:—"In 1862 Mrs. Reilly entered into an agreement with Government to allow her portion of the Woodstock estate to be included within the Landour Cantonment for police purposes only. A copy of this agreement is attached to the papers." I may add that I can find no such copy in our file. Very probably a copy of this letter and of the agreement referred to is in the file in the Landour Office.

5. I suppose that the words "for police purposes only" means that the Cantonment authorities can only order ordinary police supervision and cannot in any way interfere with the ordinary right of owners as regards building, felling and growing.

I have, &c.,  
(Sd.) W. HOLMES,  
*Officiating Superintendent.*

**Exhibit 229.**

*Landour Cantonment boundary correspondence, 1866—1880.*

The estate commonly called Mullingar bounded as described below having been by a Special Committee assembled for the purpose under orders of Government included within the boundaries of the Cantonment of Landour and the assent of the proprietor, Isaac Bedgrove Lewing, having on the conditions herein specified been obtained to this arrangement, guarantee is hereby given to the said proprietor of the said estate, his heirs, successors and assigns that the said estate has been included in the Landour Cantonments only for police purposes and for those purposes only in regard to military men.

Provided also that the said police purposes shall not be construed to empower the Military authorities to perform any act or impose any restriction unauthorized by the laws which are or may be enacted for the guidance of Civil Magistrates.

(Sd.) H. G. NORMAN, LT.-COL.

*Secretary to the Government of India.*

(True copy.)

(Sd.) A. H. PETERSON, LT.-COL.,

*Commanding at Landour and Cantonment Magistrate*



Exhibit 230.*Landour Cantonment boundary correspondence, 1866—1880.*

MEMO. No. 334/C.

FROM

THE COMMANDANT AND CANTONMENT MAGISTRATE,  
*Landour,*

TO

THE SUPERINTENDENT,  
*Dehra Dun.**Landour, 13th May 1880.*

In compliance with request contained in his memorandum No. 171, of 1880, has the honour to forward a copy of the document therein called for, also encloses a list of estates in Landour, the owners of which consider they have a claim to be within cantonments for "police purposes only." No others have any claim of this kind.

(Sd.) A. H. PETERSON, LIEUT.-COL.,

*Commanding at Landour, and Cantonment Magistrate.*Exhibit 231.*Landour Cantonment boundary correspondence, 1866—1880.*

LANDOUR CANTONMENT.

*List of estates the owners of which claim to have their estates considered within Cantonments for "police purposes only."*

1. Mullingar ... ..	} Mullingar estate.
2. Mullingar Cottage ... ..	
3. Woodstock ... ..	} Woodstock estate.
4. Upper Woodstock ... ..	
5. Woodstock Cottage ... ..	
6. Goets Crag ... ..	} Edge Hill estate.
7. Edge Hill ... ..	
8. Edge Hill Cottage ... ..	
3. Edge Hill Villa ... ..	
10. Redburn ... ..	}
11. Glanwork ... ..	

Exhibit 232.*Landour Cantonment boundary correspondence, 1866—1880.**May 3rd, 1880.*

MY DEAR COLONEL,

What the words "for police purposes and for these purposes only in regard to military men" were intended to imply, I can only infer, and my inference is that the condition was imposed on the understanding and belief that the house was primarily supposed by the Government to be in the occupation of military officers; any non-military occupant being through the landlord subject to the same police regulations as a Military occupant.

But whether my inference is the correct one or not, matters little, as it may be taken for granted that it was intended that the guarantee in question should make the owner of the estate answerable for all breaches of regulations which had been duly authorized by competent authority, for "police purposes" and the very word "provided" which begins the concluding paragraph of the guarantee shows that this was so, the extent of the owners liability being clearly stated to be extended to all rules which then existed or which hereafter might be enacted for the guidance of Civil Magistrates, that is within cantonment limits, such rules as might be enacted for the guidance of a Cantonment Magistrate.

I cannot agree with Rose that such rules should only be held to be in force as against "Military Officers" or men in the cantonment.

That would I think be an absurdity, never contemplated by Government and I hold that the rules whatever they may be, which may be extended by proper authority to any cantonment applies in equal force to all owners of property within cantonment limits.

Yours sincerely,  
(Sd.) H. SANDERSON,  
(True copy.)  
(Sd.) I. M. MOBERLY, CAPTAIN,  
*Station Staff Officer.*

Exhibit 233.

*Landour Cantonment boundary correspondence, 1856—1880.*

COPY No. 426/VI-231.

FROM

THE SECRETARY, BOARD OF REVENUE,  
*N.-W. Provinces,*

TO

THE COMMISSIONER,  
*Meerut.*

*Dated Allahabad, 12th June 1880.*

SIR,

I am directed to acknowledge the receipt of your letter No. 405, dated the 21st May 1880, and enclosures, in which you refer for the Board's opinion the question of the meaning of the expression, "for police purposes only" in a guarantee under which property is included in the Military Cantonment of Landour, and to communicate the following remarks.

2. As Colonel Norman's letter was apparently written when Act XXII of 1846 was in force, it is, in the opinion of the Junior Member, necessary first to examine the sections of that Act, and ascertain what portion of the Cantonment Law referred to "police purposes only."

- (a) *Section VI.*—The estates cannot be held to be subject to the jurisdiction of the Cantonment Small Cause Court.
- (b) If Act XX of 1856 has, under section XIV of the Cantonment Act, been extended to the Landour Cantonment, then these houses with respect to this extension of Act XX to the Cantonment, must be held to be within cantonments and under Act XX or 1856. Similarly with respect to Act V of 1861.
- (c) *Section XIX.*—Under this section the Government may draw up rules concerning a variety of specified matters, but the Junior Member does not consider that any of these rules would be applicable to the estates in question. The second paragraph of Colonel Norman's letter appears to expressly prevent such cantonment regulations having effect. It is pretty clear that by "Civil Magistrates" Colonel Norman meant the ordinary magistrates of districts, and cantonment rules under section XIX are certainly not drawn up for the use of Civil Magistrates, but for Cantonment Magistrates in their capacity as Cantonment Magistrates.
- (d) *Section XXV.*—It need hardly be remarked that, notwithstanding the limitations contained in Colonel Norman's letter, the Government may at any time under this section extend to this property, all or any of the rules under clause 7 of section 17.
- (e) *Sections XXIX—XXXIV.*—These regulations respecting Cantonment Excise appear to the Junior Member so closely connected with police arrangements that he considers they apply to the property in question.

3. As the present Act III of 1880 contains much the same provisions as the old Act, though differently arranged, the Junior Member's remarks about the old law will equally apply; that is to say:—

*Chapter III.*—(Small Cause Court Jurisdiction) of the Act does *not* apply to these houses.

*Chapter IV.*—(Police and excise) *do* apply.

*Chapter VI.*—(Municipal taxation) does *not* apply.

*Chapter VII.*—(Subsidiary rules) none of the rules made under section 27, unless any rules have been *specially* extended under section 31 to the locality where the houses are situate.

I have, &c.,

(Sd.) T. HOLDERNESS,

For Secretary.

No. 114.

COMMISSIONER'S OFFICE 1ST DIVISION.

The 14th June 1880.

Copy forwarded to the Superintendent of Dehra Dun, in reply to docket No. 198, dated 18th ultimo.

By order, &c.,

(Sd.) I. C. ROBERTS,

Head Assistant.

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Exhibit 234.

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A. D. 1809, Regulation III.

A Regulation for the support of the police in the cantonments and military bázars; for defining the powers of the Civil and Military Officers in the performance of that duty; and for fixing the local limits of the said cantonments and bázars; passed by the Governor General in Council, on the 13th March 1809.

IV.—On receipt of this regulation, the limits of the cantonments, including the military bázars attached thereto, at which any division or corps of the army, or any considerable detachment not being less than half a battalion, may be quartered shall be fixed by the Commanding Officer in concert with the Magistrate. The Commanding Officer at each of those stations will accordingly submit to Government, through the usual channel, as soon as circumstances may conveniently admit, a report framed in concert with the magistrate of the district, in which the cantonment may be situated, upon the local limits of the cantonments forwarding at the same time any separate remarks which the Magistrate may wish to make on the subject for the final orders of the Governor-General in Council.

V.—The above rules shall be considered applicable to all cantonments in which any considerable body of the troops not being less than half a battalion is quartered, whether the cantonments be situated at the place of residence of the Judge and Magistrate or in any other part of the district.

A. D. 1810, Regulation XX.

A regulation for subjecting persons attached to the military establishments to martial law in certain cases, and for the better Government of the retainers and dependants of the Army receiving public pay on fixed establishments, and of persons seeking a livelihood by supplying the troops in garrison, cantonment,

and station military *bázárs*, or attached to *bázárs* of corps : passed by the Governor-General in Council on the 29th December 1810.

V.—On receipt of this regulation, the limits of the cantonments and garrisons, including the military *bázárs* attached thereto, at which any division or corps of the army, or any considerable detachment not being less than half a battalion, may be quartered, shall be marked out, in all cases in which it has not been already done under Regulation III, 1809, by the Commanding Officer in concert with the Magistrate. The Commanding Officer at each of those stations from which a report of the nature hereafter described has not been already furnished under section IV, Regulation III, 1809, will accordingly submit to Government through the Commander-in Chief, without delay, a report framed in concert with the Magistrate of the district in which the cantonments or garrisons may be situated, upon the local limits of the cantonment of garrison, forwarding at the same time any separate remarks which the Magistrate may wish to make on the subject, for the final orders of Government. As soon as the limits of the cantonments and garrisons shall be approved and confirmed by Government on the report of the Magistrate and Commanding Officer above required, plans shall be prepared of the limits of the cantonments and garrisons, including the military *bázárs* attached thereto.

VI.—The plans shall be prepared in quadruplicate, and signed by the Commanding Officer and the Magistrate of the district; one copy shall be deposited at the headquarter of the station, another at the catcherry of the Magistrate, and the other two shall be transmitted to the Commander-in Chief, by whom one copy will be forwarded to Government.

VII.—The names of all persons having houses, shops, or other buildings or fixed places within the limits of the garrison, cantonment, or station, as described in the plans, in which they carry on trades, or otherwise seek a livelihood by supplying or serving the troops, shall be entered in a register to be kept in the office of the Brigade-Major or other Station Staff Officer, and to be open to inspection at all reasonable hours. The name of each person shall be entered both in English and in the language and character commonly used in the district in which the station is situated, and the occupation of the person written opposite to it, in like manner, with the place of his residence and the date of the registration.

VIII.—No person shall be registered as attached to the station *bázár* without his free consent, and any person so registered shall be entitled at any time to demand his discharge from the registry. Persons registered shall be entitled to the privileges of registry so long only as they continue to carry on trade or other employment relating to the supply or service of the troops, at some house, shop, or fixed place within the limits above mentioned, and shall be subject during such time to all regulations made by the Commanding Officer or other competent authority, for the maintenance of good order and fair-dealing in the station *bázár*, and shall be liable to be tried by a native court-martial for any breach thereof.

XX.—The provisions of this regulation respecting the trial of petty offences committed within the limits of garrisons, cantonments, military stations, or military station *bázárs*, and the provisions of this regulation respecting the execution of process of arrest before judgment against registered persons attached to station *bázárs* are to be considered as applicable only to those garrisons, cantonments, and stations, the limits whereof shall be laid down in plans approved and confirmed by the Governor-General in Council, in the manner described in section V of this Regulation, and they shall be in force in such garrisons, cantonments, and military stations, respectively, from the time that the plans so approved and confirmed shall have been deposited at the headquarters and in the catcherry of the Magistrates, in the manner prescribed in section VI. With regard to those garrisons, cantonments, or stations, to which it may not be found practicable to assign local limits for the purpose of this

regulation, special provisions will be made hereafter, according to the circumstances of each case: in the meantime, the provisions of Regulation III of 1809, are to be considered as in full force with respect to those garrisons, cantonments and military stations, and the station bázárs attached thereto.

XXVI.—Nothing in this regulation is to be construed to give any authority to Commanding Officers to dispossess proprietors of land or houses which may be situated within the limits of military bázárs, although such persons shall refuse to be registered as attached to the bázár, or shall have lost, or forfeited, or resigned their privilege of registry. In all cases in which the ground allotted to those bázárs, or any part of it, is the property of Government, and the occupation of individuals has been declared by Government merely permissive, the Commanding Officer is empowered to make such general regulations as he may think fit (subject to the approbation of the Governor General in Council) respecting the tenure or occupation of houses, shops or other fixed places situated upon such ground as belongs to Government; which regulations shall in all cases be reduced to writing, and shall, after receiving the approbation of the Governor General in Council, be published in station orders, with a translation in the language commonly used in the district; and the same shall not be of force until fourteen days after they shall have been so published within the limits of the station bázár.

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Exhibit 235.

COPIES.

GOVERNMENT GAZETTE, N.-W. P., DATED 16TH JANUARY 1867.

NOTIFICATION No. 106B, PAGE 62.

*Dated the 10th January 1867.*

Under the provisions of section 20 of Act XXII of 1864, the undermentioned officers are invested with powers to try persons guilty of breaches of the rules framed under section 17 of the said Act, and are appointed Secretaries and Members of the Cantonment Committees in the Military Stations noted after their names:—

The Joint Magistrates at Allygurh, Azimgurh, Goruckpore, Banda, Muttra.

The Assistant Commissioner at Nynee Tal.

The Assistant Magistrate at Chunar.

The Assistant Superintendents at Dehra and Landour.

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Exhibit 235A.

GOVERNMENT GAZETTE, N.-W. P., DATED 24TH APRIL 1867.

NOTIFICATION No. 1306A, PAGE 281.

The notification from this Department No. 106B., dated the 10th January last, investing certain officers with powers under Act XXII of 1864, to try persons guilty of breaches of the rules framed under section 17 of the Act, and appointing them Secretaries and Members of the Cantonment Committees, is hereby cancelled.

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Exhibit 235B.

GOVERNMENT GAZETTE, N.-W. P., DATED 19TH JUNE 1867.

NOTIFICATION No. 1895A, PAGE 416.

*Dated the 7th June 1867.*

The notification in this Department No. 3588A., dated 13th November 1866, is hereby cancelled.

Under the provisions of section 20 of Act XXII of 1864, the Commanding Officers at the undermentioned stations are invested with powers to try persons

gully of breaches of the rules framed under clauses 5, 6, 8, 9, 10, and 11, section 19 of the said Act :—

Azimgurb. Chunar. Lallutpore. Potoragurb. Goruckhpore. Muttra.	Dehra. Bānda. Moradabad. Almorah. Nynoe Tal. Landour.
-------------------------------------------------------------------------------	----------------------------------------------------------------------

Allygurb.

**Exhibit 236.**

*Extract from the Register of bills (current), Judicial Department, Superintendent's office, Dehra Doon.*

Payable at the Treasury. His Majesty's Government of India.	
Chargeable to Military Department.	Amount.
	Rs. s. p.
Payable to the Rajah of Tehri on account of rent of land occupied by the Landour Depôt...	70 0 0

**Exhibit 237.**

*Extract from the Register of bills (current), Judicial Department, Superintendent's office, Dehra Doon.*

Payable at the Treasury. His Majesty's Government of India.	
Chargeable to Military Department.	Amount.
	Rs. s. p.
Payable to the Mahant of Dehra on account of rent of land occupied by the Landour Depôt	42 0 0

**Exhibit 238.**

This indenture made the      day of      between the Secretary of State for India in Council (hereinafter called the Secretary of State) of the one part and son of      of the other part. Whereas it having been the intention of the Secretary of State to include the estate known as

delineated in the site plan hereto appended within the limits of the Municipality of Mussoorie, and whereas the owner of the said estate has now intimated his wish to have the said estate included within the limits of the Landour Cantonment in preference to inclusion within the Municipality of Mussoorie.

Now this indenture witnesseth that in consideration of the Secretary of State having agreed not to include the said estate within the limits of the Municipality of Mussoorie but to include the said estate within the limits of Landour Cantonment the said      both hereby for himself his heirs executors administrators representatives and assigns covenant that he fully and voluntarily shall and will conform to the regulations of the Cantonment Code as framed under the Cantonment Act (Act XIII of 1889) and relinquishes all and any claims to special treatment as regards to cantonment jurisdiction which may have been secured to him under

previous agreements with the Secretary of State for India in Council his successors and assigns provided always that nothing in this indenture shall affect or limit or curtail or in any other respect interfere with the right and title as existing hitherto of the said owner of the said estate or his heirs or executors or administrators or assigns to continue to hold or to dispose of or to transfer the said estate including all buildings existing thereon at this date.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by \_\_\_\_\_ on behalf of  
 acting in the premises for and on behalf of the Secretary of State for India in Council  
 in the presence of \_\_\_\_\_ signed sealed and  
 delivered by the above named \_\_\_\_\_ in the presence of \_\_\_\_\_

*Extracts from settlement report statements and statistics concerning the  
 Mussoorie unoccupied lands.*

**Exhibit 239.**

MR. A. H. ROSS' settlement of 1848. *Settlement report published 1852, page 37, paragraph 81.*

Kyar Koolie, with its three dhakilee villages, is an instance of a hill tenure altogether of a broken character. The villages composing the talooka are the property of three distinct families, each of which has always enjoyed, even during the ten years' settlement (*i.e.* Colonel Young's of 1838) its share of the mokuddamee allowance in proportion to the revenue assessed upon each village. For any reason that exists to the contrary, these villages might very well have been regarded as separate mahals, and separately assessed. By their own desire, however, the integrity of their talooka was preserved, one of the syanas only being recorded as numbardar and having assigned to him as such by common consent a quarter of the entire of the mokuddamee allowance.

Exhibit 240.

Pages 68 and 69 ibid. Statement No. 1, general statement in Acres of zillah Dehra Dun.

1	2	3	4	5	6	7	8	9	10	11	12-15				16	17	18	19
											Malguzari.							
Par. Name of village.	Village.	Highest jumma, 1st settlement.	Highest jumma, 2nd settlement.	Highest jumma, 3rd settlement.	Average jumma, past 5 years.	Proposed jumma.	Area in acres.	Deduct minuses.	Uncultivated.		Cultivated.		Total cultivation.	Assessment on total area per acre.	Assessment on total cultivated land and cultivable per acre.	Assessment on total uncultivated land and cultivable per acre.		
									Cultivable waste.	Lately abandoned.	Irrigated.	Not irrigated.						
37	Karcodee	...	120	125	152	223 7 0	172	11,024	0	10,684	50	17	48	225	273	0 0 2	0 8 1	0 10 1
78	Banahur	...	121	12-5	140	223 7 0	180	8,267	0	8,025	47	0	0	195	185	0 0 2	0 9 11	0 12 24
83	Pettee Miras	...	22	23	150	46 7 14	38	5,952	0	5,794	61	19	0	68	68	0 0 1	0 3 7 1/2	0 6 6 1/2
44	Gopawala	...	300	305	400	1,192 2 10	750	6,712	0	5,177	376	37	25	1,068	1,123	0 1 9 1/2	0 7 9 1/2	0 10 8 1/2
23	Dhorra	...	290	295	500	1,108 4 0	719	2,608	0	1,199	337	46	45	981	1,026	0 4 5	0 8 2	0 11 2 1/2
39	Kurroonpur	...	310	335	450	1,057 4 18	729	3,690	30	2,368	274	207	65	946	1,071	0 3 0	0 7 7 1/2	0 11 6 1/2

NOTE.—Kearcodee = in subsequent settlements Kurahli, Dhatsi, Rikholi, and Rihitari.  
 Gopawala = Bandargoon (part of Gopawala Man Singh); Demgoun (part of Gopawala Fatah Singh, Mahal Baja Singh; Puskal part of Gopawala Kulam Singh); Khabgoun (part of Gopawala Fatah Singh; Puskal part of Gopawala Fatah Singh; Mahal Jai Singh. Also with other villages called Bhatigoun after the Rajput caste inhabiting them.  
 Kurroonpur = Kakhirayee and Selargoun Dhorra = Jharpani

Western Door



## Exhibit 245.

Translated extracts from the *wajib-ul-arz* and the *rokkars* in the vernacular papers of Mr. A. Ross' Settlement of 1848.

*The wajib-ul-arz* at *Kiarkuli* (i. e. *Kiarkuli*, *Bhatta*, *Bhitarli*, and *Rikkoli*).

As to about 2,659 bighas of committee land, which the Government previously got measured, with regard to them the Government has authority to dispose of them to whom it will, and we the proprietors (*khewatdaran*) have no authority. But apart from that Committee land, whenever any English or native gentleman or the Government want to take the cultivated land of a hereditary cultivator in order to build a house compound, garden, etc., then the land shall be got by the authority of the co-sharing *samindars*, but the consent of the occupancy cultivator to being dispossessed and to giving possession will be the concern of the co-sharers and all the money realized from Government on account of ground-rent of bungalows in the respective village shall continue to be divided between all the co-sharers proportionately to their shares.

## Exhibit 246.

Translated extracts from the *wajib-ul-arz* and the *rokkars* in the vernacular papers of Mr. A. Ross' Settlement of 1848.

*The wajib-ul-arz* of *Kiarkuli*.

In so far as occupancy tenants have already previous to the completion of this settlement leased their cultivated land for bungalows, houses, or compounds, it has by the mutual consent of the hereditary cultivators and the owner of the land been agreed that of the total remaining over out of the rent after payment of the revenue demand fixed by Government the hereditary tenants shall always give one-third to the proprietors and take two-thirds for their own use, and for the future whenever any English or native gentleman wants any of the cultivated land of any hereditary cultivator to build a house, bungalow, garden, &c., then the land shall be got through the *lambardar* by the authority of the proprietors, but the owners shall be responsible for making the hereditary tenants consent to giving up possession of it.

*The wajib-ul-arz* of *Misra Patti*.

Section thirteen, &c. The cultivated land of a hereditary cultivator which an English gentleman or Government official may want to take up for building a house, bungalow, garden, &c., shall be got by the authority of the *samindar* but the *samindar* shall in no wise have authority to dispossess the cultivator without his consent and the *samindar* who owns the land shall be responsible for making him consent to lose possession.

*The wajib-ul-arz* of *Benahar*. Identical with *Misra Patti* (Exhibit A.)

## Exhibit 247.

*The wajib-ul-arz* of *Jharipani*.

Section thirteen, &c. If any English or native gentleman or the Government wants to take up the land of any hereditary cultivator in order to build a house or for a garden, bungalow, &c., it shall be got by the authority of the *lambardar samindar*, and in the event of the cultivator not consenting to be dispossessed the *lambardar* shall be responsible for making him consent, and now, in so far as occupancy tenants have previous to the completion of the settlement leased out their cultivated land for a bungalow, house, or compound, with their consent and that of the proprietors it has been agreed that of the total balance of rent remaining after payment of the revenue demand fixed by Government, one-third the occupancy cultivators shall always give to the proprietors and shall appropriate to themselves two-thirds.

*Robber regarding the transfer of rights in Jharipani.*

And in so far as we proprietors have previous to the completion of this settlement leased out our respective cultivated lands for bungalows and houses or compounds, we shall each enjoy the rental of them ourselves, and in so far as hereditary tenants have leased out their cultivated land to any English or native gentleman, with the consent of the cultivators it has been agreed that of the total balance that remains over after payment of the revenue demand fixed by Government one-third the cultivators shall receive on behalf of us proprietors and two-thirds for their own use. Accordingly we proprietors shall continue to divide this one-third according to our shares and in future whenever any English or native gentleman wants to take up any land of a hereditary tenant to build a house and make a bungalow, &c., the land shall by the authority of us proprietors be got through the lambardár, but we proprietors shall be responsible for making the hereditary cultivator consent to lose possession.

**Exhibit 248.***Gopiwala settlement of 1848.*

Section 13 of the wajib-ul-arz identical with that of Karanpur.

**Exhibit 249.**

*The wajib-ul-arz of Gopiwala. Mention of other conditions.*—And in so far as we proprietors have previous to the completion of this settlement leased out our several cultivated lands for bungalows, house, or compounds, the rental thereof we will each take for himself, and in so far as hereditary tenants have leased their several cultivated lands to any English or native gentleman, with the consent of the cultivators it has been agreed that of the total balance that remains over after payment of the revenue demand fixed by Government one-third the cultivators take for us proprietors and two-thirds for their own use. Accordingly we proprietors shall continue to divide that one-third according to our shares and in future whenever any English or native gentleman wants to take up any land of a hereditary cultivator to build a house, bungalow, garden, &c., the land shall be got through the lambardar by the authority of us, proprietors, but we proprietors shall be responsible for making the occupancy tenant consent to being dispossessed.

**Exhibit 250.**

*The wajib-ul-arz of Makreti and Selangaon in the Dain of Karanpur.—Mention of other conditions.*—And in so far as hereditary tenants have already leased out their cultivated land to any English or native gentleman, it has been agreed by the consent of the cultivators that of the total balance remaining over out of the rent after payment of the revenue demand fixed by Government one-third the cultivators take for us the proprietors and two-thirds for their own use. Accordingly we owners will divide according to our shares this one-third; and for the future whenever any English or native gentleman wants any of the land of a hereditary tenant to build a house, garden, bungalow, etc., it shall, with the permission of us, owners, be got through the lambardár, but we owners shall be responsible for making the occupancy cultivators consent to give it up.

**Exhibit 251.**

*The wajib-ul-arz of Karanpur. Section thirteen, &c.*—In so far as occupancy tenants have already previous to the completion of this settlement leased their cultivated lands for bungalows, houses, or compounds, it has by the mutual consent of the hereditary cultivators and the owners of the land been agreed that of the total

balance remaining over out of the rent after payment of the revenue demand fixed by Government the hereditary tenants shall always give one-third to the proprietors and take two-thirds for their own use, and for the future whenever any English or native gentleman wants any of the cultivated land of any hereditary cultivator to build a house, garden, bungalow, etc., then the land shall be got through the lambar-dar by the authority of the proprietors but the owners shall be responsible for making the hereditary tenants consent to giving up possession of it.

Exhibit 252.

Mr. C. A. Daniel's settlement of 1866. Commissioner's Summary Settlement Report published 1871.

Page (17) No. 98. Temporary Settlement Kuarkolee Bhutta.—Productive area 191; cultivated, 136; culturable, 55; hills, 3,889; of this 600 or 700 bearing forests; proposed demand 280; for cultivated, 140; for forest, 140. Mostly hill side, steep and bare.

Page (14) No. 31 T. Bunahur.—P. A. 292; at C. hill 7,825; about 1,200 acres *sdl* forest, the rest lofty hills and crags P. D. 420; viz., 120 for C., 300 for forest, former demand 150; could not be pressed higher.

Page (19) No. 136 T. Misras Puttee.—P. A. 237; C. 103; C. C. 134; hills and ravines, 5,781; about 1,200 forest, rest bare; P. D. 210; for cultivation, 50; for forest, 180; former demand, 36.

Page (15) No. 66 T. Gopeewala, Man Singh.—P. A. 500; C. 215; C. C. 285; hills 185; P. D. 100.

Page No. 64 T. Gopeewala, Futteh Singh.—P. A. 861; C. 445; C. C. 416; hills 1085; P. D. 222. Land generally poor.

Page No. 65 T. Gopeewala, Kullian Singh.—P. A. 296; C. 171; C. C. 125; hills 369.

Page (16) No. 89 T. Jeereepani.—P. A. 155; C. 13; C. C. 143; hills 186; P. D. 60.

Page (20) No. 172? Salahwalla Dhorun.—P. A. 37; C. 36; C. C. 1; hills and ravines 3. In the Dehra Municipality P. D. 28. Not a rupee per acre.

Page (18) No. 129? Mukraytee.—P. A. 13; all cultivated hills and ravines 159; running of the lower face of the Himalayan hills; P. D. 12.

Page (21) No. 175? Silangaon.—P. A. 53; C. 46; C. C. 12; hills and ravines 48; P. D. 26. Bheturlee omitted probably by mistake.

Page (20) No. 168 T. Rikhawlee.—P. A. 80; C. 77; C. C. 3; hills and ravines 4,159; P. D. 180; for cultivation, 50; hills and forest, 130. This demand seems ridiculous for above 4,000 acres, but the hill side can hardly be assessed higher.

Exhibit 263.  
MR. DANIELL'S SETTLEMENT, 1866.  
Statement No. IV or General Statement of *Khalisah mahals, zillah Dehra Dun.*

Par. Num. of gans. village.	Name of village.	Highest jommas of former settlements.						Total area in acres.	Minhaes.		Malgoosares.				Average rate per acre according to the proposed jumma.			
		1st. 1224 fualce.	2nd. 1225 fualce.	3rd. 1233 fualce.	4th. 1238 fualce.	5th. 1249 fualce.	6th. 1256 fualce.		Pro- posed jom- ma.	Laakher- raj.	Barran.	Col- turable waste.	Cultivated, including fallow.	Per- sone of malgoosare total area.	Per sone of malgoosare cultivated area.	Rs. s. p.	Rs. s. p.	Rs. s. p.
1	3	4	5	6	7	8	9	10	11	13	14	15	16	17	18	19	20	21
98	Kesarkoole Bhatta	120	125	152	216	223	103	280	4,080	...	3,669	...	37	99	136	6 1 1	1 7 5	3 0 11
20	Eheturi	...	...	...	...	...	42	130	2,705	...	2,607	...	16	64	80	0 0 9	1 6 8	1 10 0
168	Rikbowlee	...	...	...	...	...	28	180	4,239	...	4,159	...	3	74	80	0 0 8	2 4 0	3 4 0
31	Bunabor	121	125	140	133	213	150	420	8,257	...	7,975	...	3	286	292	0 0 10	1 7 6	1 7 0
136	Miras pallee	23	23	...	...	...	11	16	145	...	63	19	38	...	63	0 1 9	0 3 1	0 4 1
64	Gopeewala Fateh Singh	D	...	...	...	...	...	222	2,269	...	1,408	337	79	16	499	0 1 7	0 4 2	0 6 9
65	Gopeewala Kalam Singh	D	...	...	...	...	...	94	851	...	655	112	13	4	167	0 1 7	0 5 1	0 8 2
66	Gopeewala Mau Singh	D	...	...	...	...	...	100	798	...	236	268	17	6	209	0 2 0	0 8 2	0 6 11
89	Jareepani	D	...	...	...	...	...	60	341	...	186	127	15	...	13	0 2 10	0 6 2	2 3 3
172	Sahasra Dhoran	D	...	...	...	...	...	28	44	...	7	1	...	...	36	0 10 2	0 13 1	0 13 5
120	Makhrayce	D	...	...	...	...	...	10	175	...	163	...	...	...	4	0 0 11	0 13 4	0 12 4
175	Saagaon	D	...	...	...	...	...	26	110	...	52	11	1	17	29	0 3 9	0 7 2	0 8 10

Western Pan.

## Exhibit 254.

Statement of villages owning land within Municipal limits, Mm. H. G. Ross' settlement, 1884.

No. of village.	Name of village.		Total area in acres.	Total cultivated area in acres.	Amount assessed on cultivated area.	Remarks.
	1	2				
1	Bisbar	...	128-77	12-90	1	
2	Bhilarh	...	242-16	...	...	
3	Bhandargoon (part of Gopiwala Mah Singh)	...	128-43	6-17	3	
4	Dongoon (part of Gopiwala Fateh Singh, Mahal Bajjai Singh)	...	96-47	12-86	4	
5	Jharjama	...	334-66	36-90*	20	
6	Kiakshi Bhatta	...	8,451-19	284-05†	25	
7	Ebalagoon (part of Gopiwala Kalam Singh)	...	104-02	-75	...	Real jama.
8	Mahrai	...	171-90	17-88	8	
9	Misrapattice	...	517-81	...	...	
10	Pankal (part of Gopiwala Fateh Singh Mahal Jai Singh)	...	7-00	...	...	
11	Rikhsauli	...	504-86	...	...	
12	Salaagoon	...	22-00	...	...	
		Total	6,794-66	870-11	60	
13	Chams sarf (Mans)	...	2,330-00	248-30	80	Nominal jama.
		GRAND TOTAL	8,124-66	618-41	140	

\* This figure is wrong: probably 285 jighas or about 50 acres.

E. H. A.

† This figure also seems wrong: see remarks in my report.

E. H. A.

Exhibit 255.

APPENDIX A.

Statement showing revised assessment of each mahal, Mr. H. G. Ross' settlement, 1884.

Number.	Name of mahal.	Caste of owners.	Number of co-owners.	Total population.	Total area.	Detail of area.					Rent.				
						Area of waste culturable.	Cultivated area.	Irrigated area.	Orphan area.	Cultivated. Best soil.	Worst soil.	Recorded rental.	Corrected rental.	Rent by unmentioned rates.	Estimated amount.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Bunhar	Rajput	1	743	10,659-01	128-59	821-13	4-73	70-76	...	821-13	700	...	1,462	410
2	Bhiterli	Ditto	16	136	2,154-80	40-09	203-38	22-16	8-38	...	203-38	181	...	435	223
3	Gopiwala Men Singh	Ditto	1	131	770-18	29-34	321-87	18-86	10-89	45-76	278-11	269	...	355	204
4	Ditto Faich Singh Mahal Di Jai Singh and Dhuroi Ram.	{ Banis, 5 Rajput, 2	7	70	510-28	10-46	115-57	12-18	5-13	...	115-87	90	...	141	97
5	Ditto d/o. Mahal Jai Singh.	{ Banis, 1 Rajput, 1	2	104	322-60	16-41	141-44	21-56	2-50	4-54	186-90	101	...	123	120
6	Jharipani	{ European, 2 Bani, 1	3	39	334-56	23-30	13-50	2-79	4-3	...	13-59	235	...	188	805
7	Kairkuli Bbata	Rajput	108	470	3,708-66	277-74	243-87	73-71	17-87	76-87	167-10	391	...	562	808
8	Gopiwala Laloo Singh	Ditto	4	189	932-28	37-10	298-87	14-46	10-23	...	288-87	280	...	272	277
9	Makru	{ European, 1 Brahman, 1	2	60	171-80	1-82	16-06	3-03	8-6	...	16-06	16	...	43	13
10	Misrapatti	Rajput	1	182	5,213-47	28-11	100-74	3-00	8-40	...	196-74	189	...	400	308
11	Rikhaoli	Ditto	25	239	3,538-31	43-08	100-80	16-30	3-65	...	160-80	156	...	362	138
12	Nelongsua	Brahman	9	72	1,058-3	1-85	53-41	15-68	4-9	...	53-41	60	...	54	47

## APPENDIX A.

Statement showing revised assessment of each Mahal. Mr. H. G. Ross' settlement, 1884—(concluded).

Number.	Name of mahal.	Caste of owners.	Revenue without cesses.		Rate of new revenue on cultivated area.	Difference.		Progressive jams.			Remarks.
			Former.	Present.		Increase.	Decrease.	188.	188.	188.	
1	2	3	17	18	19	20	21	22	23	24	25
					Rs. s. p.						
1	Binabar	Rajput	450	600	0 6 0	180	...	...	...	...	
2	Bhimali	Ditto	180	200	0 7 1	70	...	...	...	...	
3	Gopiwala Man Singh...	Ditto	100	120	0 5 6	20	...	...	...	...	
4	Ditto Fateh Singh Mahal Bhai Singh and Dhan/Ram.	{ Bania, 5 Rajput, 2	371	50	0 5 6	121	...	...	...	...	
5	Ditto do. Mahal Jai Singh.	{ Rajput, 1 Bania, 1	871	50	0 5 8	121	...	...	...	...	
6	Jharpani	{ European, 3 Bani, 1	60	80	1 7 6	20	...	...	...	...	
7	Kairali Bhatta	Rajput	280	800	0 11 10	20	...	...	...	...	
8	Gopiwala Kaha Singh	Ditto	94	120	0 5 6	26	...	...	...	...	
9	Makreli	{ European, 1 Brahman, 1	10	10	0 7 11	...	...	...	...	...	
10	Miraspatli	Rajput	210	200	0 6 4	...	10	...	...	...	
11	Rikhalci	Ditto	180	180	0 8 11	...	...	...	...	...	
12	Schoogon	Brahman	26	26	0 7 9	...	...	...	...	...	







Exhibit 257.

Miscellaneous English correspondence regarding Mussoorie of 1842 (WELLS' settlement) and after with Index (D).

No. 43.

To

F. WILLIAMS, Esq.,  
Officiating Political Agent, Dehra Doon.

SIR,

As requested by your letter No. 31 of the 18th instant, I have the honor to forward the Bye-laws referred to. You are, I presume, aware that these laws have not yet received the sanction of Government, orders thereon having been suspended as communicated in Mr. Secretary Thomason's letter No. 1773, under date 20th September 1841, to the address of my predecessor.

I have the honor to be,

SIR,

Your most obedient servant,  
(Sd.) A. W. BEGBIE,

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 27th October 1842. }

Officiating Commissioner.

Exhibit 258.

Miscellaneous English correspondence regarding Mussoorie of 1842 (WELLS' settlement) and after with Index (D).

No. 31.

FROM

F. WILLIAMS, Esq.,  
Officiating Political Agent, Dehra Doon,

To

A. W. BEGBIE, Esq.,  
Officiating Commissioner of Meerut.

Dated 18th October 1842.

SIR,

If not putting you to inconvenience may I beg the favour of your letting me have a sight of the Bye-laws sent you with Colonel Young's report on the settlement of Mussoorie which shall be returned to you as soon as a copy has been taken of the same on being required for this office.

I have, &c.,  
(Sd.) F. WILLIAMS,

DEHRA DOON:  
POLITICAL AGENT'S OFFICE,  
The 18th October 1842. }

Officiating Political Agent.

Exhibit 259.

Miscellaneous English correspondence regarding Mussoorie of 1842 (WELLS' settlement) and after with Index (D).

No. 39.

JUDICIAL.

FROM

F. WILLIAMS, Esq.,  
Officiating Political Agent, Dehra Doon,

To

A. W. BEGBIE, Esq.,  
Officiating Commissioner, Division of Meerut.

Dated 13th December 1842.

SIR,

In reply to your letter No. 3, dated the 27th of October last, I have the honor to retransmit the Bye-laws received therewith having taken a copy of the same for the use of this office.

DEHRA DOON:  
POLITICAL AGENT'S OFFICE,  
The 13th December 1842. }

I have, &c.,  
(Sd.) F. WILLIAMS,  
Officiating Political Agent.

To

A. W. BEGBIE, Esq.,  
Officiating Commissioner, Division of Meerut.

## Exhibit 260.

*Miscellaneous English correspondence regarding Mussoorie of 1842 (WELLS, settlement) and after with Index (D).*

## BYE-LAWS.

1st.—A rate of one per cent. per annum on the annual rents of all houses in Mussoorie and its vicinity, payable in advance on the 1st October commencing 1840, shall be levied for 1841 and for future years, for the purpose of repairing, widening fencing and improving the roads of the settlement, and for other purposes hereafter specified; and the fund thereby raised, shall be under the management of a Committee, to be denominated the Committee of roads and Bye-laws of Mussoorie and its vicinity.

2nd.—The Committee to be composed of not less than 5 or more than 7 Members, proprietors of houses, with power to nominate their own Chairman, Secretary and Treasurer from their number, a majority of the Committee shall form a quorum, and when the suffrages are equal, the Chairman or Senior Member present shall have a casting vote.

3rd.—The Committee to be chosen by the votes of proprietors of houses in the month of May every year, at a meeting to be held at Mussoorie, and to be called by the Secretary of the Committee, six weeks before by advertisement in the mofussil papers, for that purpose and for the purpose of receiving reports of past proceedings, passing accounts and considering the measures most necessary to be undertaken by the new Committee.

4th.—Any vacancy occurring in the Committee between the annual General Meeting, which reduces the number below five to be filled up by the votes of the remaining Members of the Committee.

5th.—Should the Committee consider it necessary to lay any matter before the proprietors, or should any four proprietors request in writing a meeting, the meeting to be called by the Secretary, by letter sent to all resident proprietors, informing them of the object thereof.

6th.—A proprietor or Member of the Committee, to be allowed to vote by proxy; but no voter to have at any meeting, in virtue of general proxy, the command of more than four votes including his own.

7th.—The proprietor of a house paying the rate on rupees four hundred to have one vote at all meetings: and of a houses or houses, paying the rate at rupees two thousand to have two votes and on rupees eight thousand or above three votes.

8th.—All houses from the gorge above Rajpore to Budraj inclusive, and all houses on either side of the main roads in that direction, to be considered as in Mussoorie and its vicinity and consequently liable to pay the rate. The neck of land generally known as the grand parade, and dividing Mussoorie from Landour, to be considered as the boundary to the north-east.

9th.—The Committee to have the power of assessing houses, and should any proprietor consider himself overtaxed, the subject to be referred either personally, or by letter to the next annual General Meeting of Proprietors whose decision shall be final; and an agent or tenant shall be empowered, upon application from the Committee, to deduct from the rent due to a proprietor, any sum remaining due on account of the rate, and upon the application of the Committee through their Secretary to any authorized Magistrate or Justice of the Peace, such Magistrate or Justice, shall be required to exercise the same powers for levying the rate which may be due, from levying of such sums by distress and sale of the goods and chattels belonging to the person from whom the rate is due.

10th.—No proprietor to be allowed to vote at any meeting, unless the rate at which his property has been assessed for the year has been paid.

11th.—No proprietor to be entitled to vote at any meeting, in virtue of a purchase till the expiry of six months after such purchase; and not them, unless such purchase has been duly registered for 6 months.

12th.—The Committee to be authorized to keep a register of estates, with the rates of assessment, into which all proprietors are required to have their names and boundaries of their estates duly entered, and all persons purchasing houses or land are required to report the same to the Committee, to enable them to correct the register accordingly. The Committee to be authorized to demand a fee of rupees two for each registry, rupee one for each copy or alteration of the register, and eight annas for each search of the register; the same to be carried to the account of the road fund. No transaction will be considered valid unless registered, a fine of rupees ten per annum to be levied by the Committee on the owners of all unregistered property the fine to be recovered as in Bye-law 9th. Two months' notice to be given to a proprietor or his agent before the first fine is levied.

13th.—The proprietor of every estate to erect boundary marks of some durable materials, sufficient to define his property, and communicate the same in writing to the Secretary for the approval of the Committee, who shall within one month state any objection they have to offer, and in absence thereof such boundary marks to be considered sufficient; and in case a proprietor or his agent refuses or neglects to erect such boundary marks within four months after he has been required so to do by the Committee, unless the absence of the proprietor, or some other valid cause can be shown for non-compliance with the requisition of the Committee, the Committee shall be authorized to levy a fine of rupees fifty on any person so refusing or neglecting. The fine to be recovered on application to a Magistrate or Justice of the Peace as prescribed in Bye-Law 9th.

14th.—All boundary disputes to be decided by the Committee, the same if still contested to be open to reference to the next annual General Meeting whose decision shall be final; and in case of disputes in which a Member of the Committee, is a party, that Member to be relieved for the occasion and his place filled up by the remaining Members of the Committee if the withdrawal reduces the number below five.

15th.—That to enable the Committee to carry into full effect Bye-Law 14th the Political Agent or Resident Magistrate be required at the request of the Committee communicated through the Secretary, to direct the attendance of the zamindars from whom the land in dispute is held, and all other parties whose presence is required by the Committee, remuneration to the parties attending, for loss of time and labor, when called for, to be paid by the litigants in such proportions as the Committee may decide.

16th.—After boundary marks shall have been placed, and allowed to have been correctly placed by the adjoining proprietors or their agents or decided to have been correctly placed by the Committee, the Committee shall be authorized to levy a fine of rupees fifty, on any person removing, destroying or in any manner effacing such boundary mark or in any wise interfering with the boundary mark so defined without the sanction of the Committee. The fine to be recovered as prescribed in Act II of 1839.

17th.—The Committee to be authorized to prevent all living trees being cut down, lopped or in any way injured within 200 yards of the main roads on either side, without their permission or within 50 yards above or in the sides of any stream, or spring frequented by the public; and any Member of the Committee to be authorized to direct the seizure of any person or persons caught in the act of cutting or otherwise injuring a tree within the limits; and that a fine of from ten to fifty rupees, be authorized to be levied by the Committee at their discretion on any person cutting or in any way injuring a living tree within the restricted limits, even though done upon his own estates. The fine to be recovered as prescribed in Act II of 1839.

18th.—The Committee to be empowered to widen the roads as required, without reference to private property; provided it does not, in the opinion of the Committee, open to public view any house, or endanger or otherwise injure any house or out-office.

19th.—Should the line of road require alteration and the owner of the property, through which the new trace is required to pass, advance any objections or make any claims for compensation, which cannot be accommodated by arbitration, the subject to be referred to the next annual general meeting whose decision shall be final. Compensation beyond rupees fifty not to be awarded by the Committee, and in the event of the funds at the disposal of the general meeting being inadequate to meet equitable claims of the proprietor for the injury which his property would sustain such trace to be relinquished.

20th.—The Committee to be empowered to levy a fine of from five to twenty rupees, on any person or persons proved to them as having bathed, or committed nuisance in, or near any stream from which water is drawn for the community or of having destroyed, or in any way injured any road under their charge, by throwing down stones or rubbish, or in any other manner; the fine to be recovered as prescribed in Act II of 1839.

21st.—In cases where it is required to throw down rubbish on the road for temporary purposes such as clearing sites for building upon, permission to be obtained from the Committee, whose duty it will be in granting such permission to take care that the party is bound to repair any injury that the road may sustain, and also to prevent the public being inconvenienced.

22nd.—Should the funds at any time admit of it the Committee to be authorized to cut roads to all the frequented springs and to have tanks and reservoirs dug at different parts of the settlement where water is most required.

23rd.—No sums of money to be paid out or expended by the treasurer without the sanction of the Committee.

24th.—The Committee to be authorized to establish a pound, for the pouncing of all stray cattle, and to levy a fine of two annas per diem for feed before releasing such cattle; and be further authorized to direct all cattle to be sold by public outcry unless claimed and paid for within 15 days after due notice shall have been given at such places as shall be fixed upon by the Committee. Notice of such plans to be previously given by beat of tom tom, and all other sanctioned means, all sums of money levied after paying the expenses of the pound to be carried to the account of the Road Fund.

25th.—All fines levied by the Committee in consequence of the infringement of any of the above Bye-Laws, to be made over to the committee for repairs of the roads.

*Signatures of proprietors of houses at the settlement of Mussooire.*

E. A. Pittis.	} by E. A. Pittis as their Agent in charge.
E. Aw. A. Brace, Esq.	
Mrs. C. Grant.	
H. Fraser, Esq., C.S.	
Colonel Vincent.	
Lieutenant I. Skinner.	
P. Salaroli.	
F. Angelo.	
I. Mackinnon for Mr. H. Bohle.	
M. J. Athanasa.	
Henry Kirke.	
H. Healy.	
Geo. Everest, Lieutenant-Colonel.	
P. Salaroli for Colonel Chambers.	
J. R. Roup.	

W. P. Okeden.  
 G. Cautley.  
 For Major Gwatkin, Captain F. Angelo.  
 E. Swettenham.  
 J. D. Leeson for Captain Leeson.  
 M. Grierson, Assistant Surgeon.  
 W. Berrett.  
 J. Barclay, Major.  
 W. H. Tyler.  
 W. H. Tyler for Mr. G. H. Smith, C.S.

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Exhibit 261.

BENGAL MUNICIPAL COMMITTEE ACT NO. X OF 1842.

*Passed on the 14th October 1842.*

1. At the desire of two-thirds in number of the householders of any town the Local Government may grant the privilege created by this Act.
2. The Government may authorize such inhabitants to be a Committee for purposes specified.
3. The Committee may make assessments to the extent of five per cent. on yearly value, &c., make contracts, appoint servants, &c., Committee not to be personally liable in contracts, but to be liable for application of moneys, &c.
4. Local Government may prescribe rules for the proper security of the funds collected, may remove members, and appoint to vacancies not filled up by remaining members.
5. Committee on 30th of April to render account to Local Government of receipts and expenditure.
6. Rate may be levied under Act II, 1839, on application of Committee.
7. Rate not to be invalidated by defect of form: rate sufficient if it identifies the property; needs not specify name of owner: any property on premises to be liable to seizure.
8. Local Government may at all times dissolve Committee, and appoint persons to inquire into conduct of Committee.

An Act for enabling the inhabitants of any place of public resort or residence under the Presidency of Fort William, not within the Town of Calcutta, to make better provision for purposes connected with public health and convenience.

Repealed by Act XXVI, 1850, s. 1.

(True Copy).

(Sd.) C. S. L. TEYEN,

*Superintendent, Municipal Department.*

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Exhibit 262.

*Miscellaneous English correspondence regarding Mussoorie, Mussoorie Estates  
 Municipal Meetings, &c. (from 1843 to 1833) undindexed.*

No. 307.

To

H. VANSITTART, Esq.,

*Superintendent,*

*Dehra Doon.*

Sir,

With reference to your letter No. 23 of the 30th of May last, submitting a draft of Bye-laws proposed for the settlement of Mussoorie, I have the honor to communicate the following observations by the Hon'ble the Lieutenant-Governor, North-Western Provinces.

2. *The first clause* may be allowed to stand as drafted, the Committee, it is presumed, have already arranged for the collection of the rates for the years 1841 and 1842, having made them payable from the commencement of 1841.

3. *Clause 2.* The words "being registered" should be inserted, and the clause run "seven members, being registered proprietors of houses."

4. In all references to the powers and functions of proprietors at meetings, the Lieutenant-Governor is of opinion that to prevent disputes, the terms used

should be "registered proprietors" thus in clauses 3, 5, 6 and 10, the word "registered" should be affixed to proprietors, with this addition, clauses 3, 4, and 5 are approved.

5. In clause 6, it would be sufficient to declare "a registered proprietor is entitled to vote by proxy," the necessity for the words "or member of the Committee" is not obvious.

6. No proprietor not registered can be a member of a Committee, and an unregistered proprietor can have no vote. Registration should be the indispensable qualification.

7. Clause 7 should be amended thus "the proprietor of a house being registered" with this addition the clause is approved.

8. Clauses 8, 9 and 10 are approved, it might be better to adopt the term "assessed" in the 9th clause, for "taxed" "overassessed" being the more familiar expression.

9. The Lieutenant-Governor is of opinion that the 11th clause should stand thus:—

11. No proprietor to be entitled to vote at any meeting in virtue of a purchase until after registry of his purchase.

10. His Honor does not think it would be expedient to fix a limit within which a registered proprietor should be debarred the exercise of the rights of proprietorship, at a place where residence is so uncertain and temporary.

11. The following the Lieutenant-Governor would be disposed to sanction, in lieu of the 12th clause of the proposed Bye-laws:—

12. A Register of Estates and assessment shall be kept at the Superintendent's Office and the Secretary to the Committee of Registered Proprietors shall be bound to cause this register to be duly corrected, on every change of proprietorship being intimated to him, and on every alteration of assessment made by the Committee. This register to be considered the authentic register of proprietors entitled to vote in person, or by proxy, and the assessment entered in this register, to be the assessment to be collected.

13. Duplicate register to be kept by the Secretary to the Committee at Mussoorie and notices of change to be made to the Secretary at Mussoorie, a fee of one rupee to be charged on registry, and a further fee of one rupee for copy or certificate of registry.

12. In clause 20, the power to fine by the Committee should be "to levy a fine not exceeding 20 rupees" as the clause is drafted, a fine of five rupees at least must in every case be inflicted.

13. Clauses 21, 22, 23 and 25 are approved.

14. The Lieutenant-Governor does not deem it would be expedient to pass the 13th, 14th, 15th, 16th, 17th, 18th, 19th, and 24th clauses of the proposed Laws, the existing Regulations of Government and the magisterial powers vested in the Superintendent of the Doon being sufficient for every purpose therein described.

15. The Bye-laws, as approved by the Lieutenant-Governor are drafted and forwarded herewith, and will be formally sanctioned, on receipt of a communication from the proprietors, duly submitted, through me.

16. The original enclosures of your letter are returned to be resubmitted with your reply.

I have the honor to be,

SIR,

Your most obedient servant,

(Sd.) G. F. FRANCO,

Commissioner.

COMMISSIONER'S OFFICE, }

1ST DIVISION: }

The 25th July 1842. }

ENCLOSURES.

Revised draft of Bye-laws received from Government.

Original Bye-laws from Superintendent, Dehra Doon, with list of householders at Mussoorie.

## Exhibit 263.

Miscellaneous English correspondence regarding Mussoorie, Mussoorie Estates, Municipal Meetings and (from 1843 to 1883) undivided.

## BYE-LAWS.

- 1st.—A rate not exceeding five per cent per annum on the annual rents of all houses in Mussoorie and its vicinity, payable in advance on the 1st October commencing 1840, shall be levied for 1841 and for future years, for the purpose of repairing, widening, fencioing and improving the roads of the settlement, and for other purposes hereinafter specified; and the fund thereby raised, shall be under the management of a Committee of roads, and Bye-laws of Mussoorie and its vicinity.
- 2nd.—The Committee composed of not less than five, or more than seven Members, being registered proprietors of houses, with power to nominate their own Chairman, Secretary, and Treasurer, from their number; a majority of the Committee shall form a quorum, and when the suffrages are equal, the Chairman shall have a casting vote.
- 3rd.—The Committee to be chosen by the votes of registered proprietors of houses on the last Saturday in the month of May every year, at a meeting to be held at Mussoorie, and to be called by the Secretary of the Committee, six weeks before, by advertisement in the mofussil papers, for that purposes, and for the of purpose recording reports of past proceedings, passings accounts, and considering the measures most necessary to be undertaken by the new Committee.
- 4th.—Any vacancy occurring in the Committee between the annual General Meeting, which reduces the number below five, to be filled up by the votes of the remaining members of the Committee.
- 5th.—Should the committee consider it necessary to lay any matter before the proprietors, or should any four registered proprietors request a meeting, the meeting to be called by the Secretary, by letter sent to the resident proprietors, informing them of the object thereof.
- 6th.—A registered proprietor is entitled to vote by proxy, but no voter to have, at any meeting, in virtue of general proxy, the command of more than four votes including his own.
- 7th.—The proprietor of a house being registered paying the rate on rupees 400, to have one vote at all meetings, and of a houses or houses paying the rate on rupees 2,000, to have two votes, and on rupees 8,000 or more three votes.
- 8th.—All houses from the gorge above Rajpore to Budraj inclusive, all houses on either side of the main roads in that direction, to be considered as in Mussoorie, and its vicinity, and consequently liable to pay the rate, the neck of land generally known as the grand parade, and dividing Mussoorie from Landour, to be considered as the boundary to the north-east.
- 9th.—The Committee to have the power of assessing houses, and should any proprietors consider himself over assessed, the subject to be referred either personally by letter to the next General Meeting of Proprietors, whose decision shall be final, and an agent or tenant shall be empowered, on application from the Committee, to deduct from the rent due to a proprietor any sum remaining due on account of the rate, and upon the application of the Committee, through the Secretary, to any Magistrate, or Justice of the Peace, such Magistrate, or Justice, shall be authorized to exercise the same power for levying the rate, which may be due from any defaulter, as are specified in Act II of 1839, inasmuch as that Act relates to the levy of such sum by distress, sale of the goods and chattels belonging to the person from whom the rate is due.
- 10th.—No registered proprietors to be allowed to vote at any meeting, unless the rate at which his property has been assessed for the year has been paid.
- 11th.—No proprietor to be entitled to vote at any meeting in virtue of a purchase until or after maturity of his purchase.



12th.—A Register of Estates and assessment shall be kept at the Superintendent's Office, and the Secretary to the Committee of Registered proprietors shall be bound to cause this register to be duly corrected on every change of Proprietorship being intimated to him, and on every alteration of assessment made by the Committee. This register to be considered the authentic Register of Proprietors entitled to vote in person, or by proxy, and the assessment entered in this register to be the assessment to be collected.

13th.—A duplicate register to be kept by the Secretary to the Committee at Mussoorie, and notices of change to be made to the Secretary at Mussoorie. A fee of one rupee to be charged on registry, and a further fee of one rupee for a copy or Certificate of Registry.

14th.—The Committee to be empowered to levy a fine not exceeding 20 rupees on any person, or persons, proved to them, as having bathed, or committed nuisance in, or near, any stream from which water is drawn for the Community or having destroyed or in any way injured any road under their charge, by the throwing down stones, or rubbish, or in any other manner: the fine to be recovered as in Bye-law 9th.

15th.—In cases where it is required to throw rubbish in the road for temporary purposes, such as clearing sites for building upon, permission to be obtained from the Committee, whose duty it will be, in granting such permission to take care that the party is bound down to repair any injury that the road may sustain, and also to prevent the public being inconvenienced.

16th.—Should the funds, at any time, at the disposal of the Committee, admit of the outlay, the Committee are authorized to cut broads to all the frequently springs, and to have tanks and reservoirs dug at different parts of the settlement, where water is most required.

17th.—No sums of money to be paid out or expended by the Treasurer, without the sanction of the Committee.

18th.—All fines levied by the Committee, in consequence of the infringement of any of the above Bye-laws to be made over to the Committee, for the repairs of the roads.

(True Copy.)

(Sd.) R. N. C. HAMILTON,  
Secretary to Government,  
North-Western Provinces.

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**Exhibit 264.**

*Miscellaneous English correspondence regarding Mussoorie, Mussoorie Estates, Municipal Meetings, &c., (from 1843 to 1883) unindexed.*

SECRETARY'S OFFICE, MUSSOORIE:

The 9th August 1843.

To

H. VANSITTART, Esq.,  
Superintendent,  
Dehra Doon.

SIR,

I have the honor to acknowledge the receipt of a copy of Mr. Commissioner Franco's letter No. 307 of the 28th July including a copy of Bye-laws which His Honor the Lieutenant-Governor, N.-W. P., has consented to sanction for the guidance of the Local Committee at the Settlement of Mussoorie if approved of by the proprietors of houses. On the receipt of this a meeting was called and the following resolutions passed:—

1st.—That His Honor the Lieutenant-Governor be requested formally to sanction the Code of Bye-laws forwarded by Mr. Commissioner Franco for the consideration of proprietors.

2nd.—That His Honor the Lieutenant-Governor be informed that the Committee have not had the power to enforce payment of the assessment for 1841 and 1842 and that it has therefore only been paid partially. Agents not having had authority to pay it for absent proprietors; it is therefore recommended that the powers of the Committee to assess be directed to commence from 1st October 1843.

3rd.—That His Honor the Lieutenant-Governor be requested to alter Bye-law 2nd in the part that relates to the choice of a Secretary as follows, viz. :—

“ That the Secretary be any registered house proprietor not a member of the Committee.”

4A.—That Major Swetenham and Captain Hutton be appointed members of the Local Committee in room of Lieutenant-Colonel Everest, Major Angelo, and Mr. Mackinnon, resigned. It will be advisable in receipt of the Bye-laws duly sanctioned that a meeting be immediately called to lay down instructions for the guidance of the Committee, the Annual General Meeting for 1843 had therefore better be allowed to take place immediately on the receipt of the Bye-laws, and subsequently in May as directed in the Bye-laws.

I am directed to request the favour of your forwarding a copy of this as early as possible to the Commissioner.

I have the honor to be,  
SIR,

Your obedient servant,  
(Sd.) FRED. ANGELO,  
Secretary, Local Committee.

Exhibit 265.

*Miscellaneous English correspondence re Mussoorie, Mussoorie Estates,  
Municipal Meetings, &c., (from 1843 to 1883) unindexed.*

No 42.

FROM

A. ROSS, Esq.,  
Superintendent of Dehra Doon,

TO

D. B. MORRIESON, Esq.,  
Commissioner, Division of Meerut.

Dated 6th November 1846.

SIR,

I have the honor to forward copies of correspondence which has lately passed between the Mussoorie Local Committee and myself and to request the orders of the Board or Government on the question in dispute between us in submitting which I beg to offer the following remarks.

2. The share of the ground rent of the houses of the stations of Rajpore and Mussoorie which falls to Government under the late settlement of the annatorium of Mussoorie amounting to one-third of the whole is but a small sum compared with the rate assessed by the Committee on house rent.

3. For the collection of this rate the Committee possess adequate powers under Act X of 1842 and the resolutions of Government, dated 25th September 1843, promulgating Bye-laws for the guidance of the Committee in *Agra Gazette*, dated 3rd October 1843.

4. While the collection of the ground rent which has hitherto been made to devolve on the Superintendent of the Doon is calculated to throw much additional labour on an office already overworked and thus cause obstruction to the current work of the English Office in making out the accounts and of the Mussoorie Police

Establishment on making the collections, the machinery already employed by the Committee to collect the rates assessed by themselves, is available and sufficient for the collection also of the ground rents, without entailing any increase of labour on their establishment.

5. The collection of ground rent is a matter in the regularity of which the Committee are more interested than any other portion of the public as stated in my letter to their address No. , dated the 24th July last, copy of which is annexed, the Government having made over to the Committee for their benefit their share amounting to Rs. 488.

6. All unappropriated sites are disposed of by auction by the Committee and the ground rent to be assessed on them is also regulated by the Committee.

7. On these grounds I recommend as the arrangement both most fair and most convenient for all parties that the Committee be directed to charge themselves in future with the collection of the ground rent due on the houses of the station which has been placed under their care.

8. In conclusion I may remark that no ground rent has yet been collected for the year ending 30th April 1846, the Committee not having up to this date replied to my letter requesting them to collect the ground rents for the past year. The question now referred has been raised by their letter dated 4th November, just received which is also annexed.

I have, &c.,

DEHRA DOON :  
SUPERINTENDENT'S OFFICE,  
The 6th November 1846.

(Sd.) A. ROSS,  
Superintendent.

Exhibit 266.

*Miscellaneous English correspondence regarding Mussoorie, Mussoorie Estates. Municipal Meetings, &c., (from 1843 to 1883) unindexed.*  
No. 44.

FROM

A. ROSS, Esq.,  
Superintendent, Dehra Doon,

TO

D. B. MORRIESON, Esq.,  
Commissioner, Division of Meerut.

Dated 24th November 1846.

SIR,

I have the honor to furnish the report called for in your letter No. 121 of the 3rd instant giving cover to a petition from Mahant Saroop Dass of Dehra, a jagirdar of this district.

2. As the substance of the complaint made by the petitioner is well founded, I do not detain this report in order to test the accuracy of the statement contained in the petition in regard to the sums received and the balance still due.

3. The fact of the existence of the balances complained of I regret to be obliged to admit, and further to add that similar complaints may, with equal justice, be made by the Rajah of Gurbwal and certain zamindars, who with the Mahant, became under Mr. Wells, settlement joint sharers with the Local Committee in the ground rents derived from the proprietors of houses at the sanatoria of Mussoorie and Landour.

4. The balances which exist amounting to several hundred rupees, besides the whole demand for the year ending April 30th, 1846, are attributable to the irregularity with which the collections have been made, and to the extreme difficulty of making them with the machinery at present available for that purpose.

5. Previous to the date from which Mr. Wells' settlement of Mussoorie and Landour took effect, the original proprietors of the ground occupied by the houses of the station made their own collections from the parties to whom they had leased their lands.

6. Under the new settlement, however, the above parties consented to yield their claims to one-third of the ground rents leviable, in consideration of their being relieved of the trouble of collection, and the regular payment of the annual sums assigned to them as their shares, being the remaining two-thirds.

7. It does not appear, however, to have been clearly laid down by whom the whole collections were to be made. In practice this duty devolved upon the Superintendent of the Doon by whom the collections for the past three years, commencing from the 1st May 1842, have been annually made, and the shares made over to the several parties entitled to them.

8. These collections were made with much difficulty and loss of time to the Superintendent's establishment, the period of collecting being unfortunately that at which the press of current work in the English Office is heaviest, and the few police chuprasias stationed at Mussoorie are most engaged with their proper duties.

9. My predecessor, Mr. Vansittart and myself were consequently most anxious for the reasons stated in my letter No. 42 of the 6th instant (written before the receipt of your letter under reply) and which it is unnecessary to repeat here, to throw upon the Mussoorie Local Committee a duty, which appears in every way more within their province, and for the efficient performance of which they already possess the necessary establishment and means.

10. With this object, and believing myself borne out by the spirit if not by the letter of Mr. Wells' arrangements, I addressed to the Committee my letter No. of the 24th July (a copy of which accompanied my letter No. 42 of the 6th instant, above referred to) and forwarded at the same time a detailed list of houses with a statement of demands receipts and balances up to April 30th, 1846.

11. Having received no answer for several months, I concluded the Committee had assented to the arrangement proposed by me, and therefore took no steps for making the collections on account of the past year, none of which accordingly have up to this date been realized.

12. The reply of the Committee declining to undertake the collection was not received by me until the 5th instant, when the season for making the usual collections had passed. It was followed immediately by my reference dated the 6th instant, to which I await a reply before taking steps to bring up the arrears due, and adjust the account which are in some degree of confusion.

13. I take this opportunity of reiterating my recommendation on the grounds before enumerated that as the Committee have the management of the affairs of the settlement in all other respects under their charge, they should be directed to take upon themselves the collection of these ground rents, paying into my treasury annually the several sums which were assigned under the late settlement to the Rajah of Gurbwál, the Mahant of Dehra and the zamindárs of Kiarkuli, Jaripani, &c.

SUPERINTENDENT'S OFFICE,  
DEHRA DOON:  
The 24th November 1846.

I have, &c.,  
(Sd.) A. ROSS,  
Superintendent.

DOCKETS.

Acknowledges the receipt of letter No. 121, dated the 3rd instant, and in reply forwards report on the petition of Mahant Saroop Dass for ground rent.

Exhibit 267.

Miscellaneous English correspondence regarding Mussoorie, Mussoorie Estates, Municipal Meetings, &c., (from 1843 to 1883) unindexed.

No. 13.

To

A. ROSS, Esq.,  
Superintendent of Dehra Doon.

SIR, With reference to your letter No. 42 of the 6th November last, and enclosures on the subject of collecting ground rent of estates at Mussoorie and Landour, I

have the honor to forward herewith copies of the orders of Government and the Sudder Board, and to request your immediate attention thereto.

I have the honor to be,

SIR,

Your most obedient servant,

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 26th February 1847. }

(Sd.) D. B. MORRIESON,  
Commissioner.

ANNEXURES.

From Officiating Secretary, Sudder Board of Revenue, N.-W. P., dated 19th February, No. 43 of 1847.

From Secretary to Government, N.-W. P., to Officiating Secretary, Sudder Board of Revenue, N.-W. P., dated 9th February, No. 625 of 1847.

Exhibit 268.

*Miscellaneous English correspondence regarding Mussoorie, Mussoorie Estates, Municipal Meetings, &c., (from 1843 to 1883) unindexed.*

COPIES.

No. 43 of 1847.

FROM

W. MUIR, Esq.,  
Officiating Secretary, Sudder Board of Revenue,  
N.-W. P., Agra,

TO

D. B. MORRIESON, Esq.,  
Commissioner, Meerut Division.

SIR,

The Sudder Board of Revenue, N.-W. P., having submitted to Government your letter No. 345, dated 18th November last, with the enclosures to which it refers, have received in reply the instructions contained in the annexed copy of the order of Government No. 625, dated 9th February, respecting the collection of ground rent from the lessees of estates at Mussoorie and Landour.

2. The Board desire that no time may be lost in supplying the information called for in paragraph 2 of the Government order, and that you will direct immediate measures to be taken for the recovery of the balances now due.

I have the honor, &c.,

SUDDER BOARD OF REVENUE,  
N.-W. P., Agra:  
The 19th February 1847. }

(Sd.) W. MUIR,  
Officiating Secretary.

Exhibit 269.

*Miscellaneous English correspondence regarding Mussoorie, Mussoorie Estates, Municipal Meetings, &c., (from 1843 to 1883) unindexed.*

No. 625 of 1847.

FROM

J. THORNTON, Esq.,  
Secretary to Government, N.-W. P.,

TO

A. SHAKESPEAR, Esq.,  
Officiating Secretary, Sudder Board of Revenue, N.-W. P.,  
LIEUTENANT-GOVERNOR'S CAMP.  
The 9th February 1847.

SIR,

I am directed by the Honorable the Lieutenant-Governor to acknowledge the receipt of Mr. Barnes' letter No. 581, dated the 4th December last, with its

enclosures, relating to the collection of ground rent from the lessees of estates at Mussoorie and Landour.

2. In reply, I am desired to request that the Board will report from whom and under what law these collections are made, and by whom the payments are made to the Rajah and Mahant.

3. In the meantime the Superintendent of Dehra Doon should not neglect a duty which has always belonged to his office, on his own ideas of expediency and without sufficient authority. The Board are requested to direct him to take immediate measures for realising the balances now due.

4. The original enclosures of Mr. Barnes, letter are herewith returned, copies being kept for record.

LIEUTENANT-GOVERNOR'S CAMP:  
The 9th February 1847.

I am, &c.,  
(Sd.) J. THORNTON,  
Secretary to Government, N. W. P.  
(True Copies.)  
(Sd.) W. MUIR,  
Officiating Secretary.  
(True Copies.)  
(Sd.) W. KELLY,  
Head Clerk.

Exhibit 270.

Miscellaneous English correspondence regarding Mussoorie, Mussoorie Estates, Municipal Meetings, &c., (from 1843 to 1883) unindexed.

No. 39.

FROM

A. ROSS, Esq.,  
Superintendent, Dehra Doon,

TO

D. B. MORRIESON, Esq.,  
Commissioner, Division of Meerut.

Dated 8th March 1847.

SIR,

I have the honor to acknowledge the receipt of your letter No. 13 of the 26th instant, with its annexures and in reply to furnish the information required by Government.

2. The collections of ground rent assessed on estates in the sanatoria of Mussoorie and Landour are made from the proprietors of those estates or their Agents under the settlement of the station reported by Mr. Special Commissioner Wells in his letter to the address of the Commissioner of Meerut, dated Landour, 7th October 1842, and sanctioned by Government in the letter of their Secretary to the Secretary, Sudder Board, No. 2551, dated 24th December 1842.

3. Mr. Wells' letter above referred to contains the fullest information on all points connected with that settlement which has had effect from the 1st May 1842.

4. I am aware that Mr. Wells' arrangements provided that the ground rents should be collected by the Superintendent who after paying the shares allotted to the Rajah of Teeres, the Mahant and the zamindars respectively should make over the remainder to a Local Committee, which, however, though contemplated had not at the period of Mr. Wells' report been called into existence with the full powers since conferred on it.

5. Before the conclusion, however, of the second year in which rents became due, the Mussoorie Local Committee had been regularly constituted under Act X of 1842 and Bye-laws for their guidance sanctioned by Government orders of the 26th September 1843 and it has ever since remained a disputed point between the Superintendent and the Committee which should collect in detail the rents under the altered constitution of the Committee.

6. The consequence of this uncertainty, and the great difficulties experienced by the Superintendent as explained in my letter No. 42 of the 6th November 1846 has been that the rents from the first have been irregularly collected and considerable arrears have accrued.

7. While I admit on a more careful perusal of the correspondence that the duty of collection has been assigned to the Superintendent, an arrangement which has never been formally altered, I hope I may be excused for urging in explanation of an apparent neglect of duty that in demanding the aggregate of the rents from the Committee who represent the community instead of in detail from the individual members of that community, it did not appear to me that I was deviating from the course laid down in Mr. Wells' report I imagined on the contrary that in demanding from the Committee the amount of the shares of the Rajah, the Mahant and the zamindars I was acting strictly in conformity with the arrangement contemplated by Mr. Wells in the following paragraphs of his letter which I quote as they are not numbered in the office copy before me.

"And the zamindars be permitted to return two-thirds of the rent giving one-third to the Committee for local purposes," and again in regard to the Rajah and Mahant. "The agent collecting the other two-thirds and making it over to those parties, viz., the Rajah and Mahant respectively.

8. But even if I have been wrong in supposing so, I cannot help expressing an earnest hope that His Honor the Lieutenant-Governor will admit the force of the arguments founded on expediency urged by me in my letter above referred to and transfer to the Committee a duty which appears in every way within their province.

9. In the meantime I shall of course use every exertion in my power, as soon as the season has fairly commenced to collect all past arrears including the rents due for the year 1846-47.

I have, &c.,

DEHRA DOON:  
SUPERINTENDENT'S OFFICE,  
The 8th March 1847.

(Sd.) A. ROSS,  
Superintendent.

Exhibit 271.

*Miscellaneous English correspondence re Mussoorie, Mussoorie Estates,  
Municipal Meetings, &c., (from 1843 to 1883 undindexed.  
No. 46.*

FROM

D. B. MORRIEON, Esq.,  
Commissioner, 1st Division.

TO

A. ROSS, Esq.,  
Superintendent of Dehra Doon.

SIR,

With reference to your letters noted in the margin, I have the honor to forward for your information and for communication to the Local Committee at Mussoorie, copies of the correspondence noted below.

No. 42, dated 6th November 1846.  
Judicial Department; No. 39, dated 8th  
March 1847, Revenue Department.

I have the honor to be,  
SIR,

Your most obedient servant,

(Sd.) D. B. MORRIEON,

Commissioner.

COMMISSIONER'S OFFICE,  
1ST DIVISION:  
The 12th June 1847.

ANNEXURES.

Copy of letter from Secretary to Government, N.-W. P., dated 31st May 1847, No. 2329 of 1847, to Secretary to Sudder Board of Revenue, N.-W. P., received with his docket to Commissioner's address, No. 140, dated 8th June 1847. Copy of a note on the registration of property at Mussoorie. Copy of letter from Secretary to Government, N.-W. P., to Accountant, No. 2330, dated 31st May 1847.

Exhibit 272.

Miscellaneous English correspondence regarding Mussoorie, Mussoorie Estates, Municipal Meetings, &c., from 1843 to 1883. Unindexed.

(COPIES.)

No. 2329 of 1847.

FROM

J. THORNTON, Esq.,  
Secretary to Government, N.-W. Provinces,

TO

W. MUIR, Esq.,  
Secretary, Sudder Board of Revenue, N.-W. Provinces,  
Dated Headquarters, 31st May 1847.

SIR,

I am desired to acknowledge the receipt of your letter, dated March 26th last, regarding the collection of ground rents at Mussoorie.

2. The Lieutenant Governor, on the occasion of his late visit to Mussoorie, had an opportunity of meeting the Local Committee, in company with the Commissioner, Mr. Morrieson, and discussed with them the subject of the present correspondence, and several other matters connected with the welfare of the settlement, and the working of the committee appointed under Act X, 1842. The result of these discussions will be embodied in the present letter.

3. The rents for land within the limits of the settlement can only be legally collected by an officer duly empowered in the Revenue Department. The Local Committee have therefore been hitherto incompetent to perform that duty. But as Mr. Ross justly observes, it is desirable that they should possess the power. The Government have made over to the committee for local purposes all the receipts from the lands, and it therefore becomes the interest of the committee to provide that the rents be punctually collected.

4. This may be done by vesting their Secretary for the time being with the powers of a Deputy Collector under Regulation LX, 1833; within the limits of the settlement as defined in paragraph 8 of the Bye-Laws promulgated by Government on September 26th, 1843. A resolution to that effect has accordingly been passed and will be published in the Gazette.

5. It should be observed that the Rajah of Terree and the Mohunt have agreed to give up to the committee one-third of the ground rents due to them on condition of being guaranteed the other two-thirds. It will therefore be necessary for the committee to pay over to the Superintendent of the Doon two-thirds of the total demand on behalf of those two parties whenever it may be due, without waiting for the realization of the items. If the payment be not punctually made, it will be the duty of the Superintendent to demand it from the Local Committee, and to report to the Commissioner if any delay take place. In the *khalsah* lands belonging to the British Government, the *zamsfdars* can sue the Secretary to the Committee in the summary suit court of the Superintendent for the two-thirds of the rents that may be due to them.

6. It will be observed that the limits of the settlement, as defined in the 5th of the Bye-Laws of September 26th, 1843, does not embrace the whole of the lands included in Mr. Wells' arrangements. The estates lying east of the grand parade, and not forming part of cantonment of Landour as well as the surveyed and settled allotments lying south of the gorge, above Rajpoot, will still be under the Superintendent who will collect the land rents himself; being responsible to the Rajah and the Mohunt for the two-thirds which belong to them. The remaining one-third may be thrown into the Local Fund and used, at the Superintendent's discretion, for the improvement of the roads and other municipal purposes.



7. The collections for the past and current year in the settlement of Mussoorie will be made by the Superintendent; but in future by the Secretary to the Local Committee under his new powers.

8. At the request of the Local Committee, their Secretary for the time being has also been invested with the powers of a Deputy Magistrate within the limits of the settlement for levying the rates under section 6 Act X, 1842.

9. The accounts of the Committee do not seem as yet to have been kept in that regular manner which is necessary in conformity with the terms of section 5 of the Act above quoted. The copy of a letter addressed on the subject to the Accountant is forwarded for the Board's information.

10. At the time of Mr. Wells' settlement, the foundation was laid for a very perfect system of registry of landed estates. This does not seem to have been carefully maintained though it is evident that the security of property is greatly dependent upon its accurate maintenance. A note by the Lieutenant-Governor upon the subject is appended to this letter for the guidance of the Superintendent of the Doon and of the Committee.

11. In order to enable the Government to maintain that control over the operations of the Committee which is contemplated by Act X of 1842, it is necessary that it should be the duty of some responsible person periodically to visit the Committee, and inspect their books. The Lieutenant-Governor is accordingly pleased to delegate this duty to the Commissioner of the Division, who will consider it incumbent on him to visit Mussoorie once in each season and to call upon the Secretary of the Committee to lay before him the accounts and the registers. He will also see that the counterpart registers be punctually kept up by the Superintendent. The result of his inquiries on these subjects, with any other remarks which may suggest themselves, will hereafter form the subject of Special Annual Report through your Board at the close of each year.

12. It is evident that much benefit will be derived to the Committee from the co-operation of the Superintendent, and it is also important that he be kept apprised of all their proceedings. It was therefore suggested that the Superintendent should be always an Honorary Member of the Committee, even when not qualified to be a member under the terms of the Act. This would enable him to be present at the meetings of the Committee, to offer them his advice and also to inspect their books, though he would not have the power of voting. The suggestion met the concurrence of the Committee, and will form the subject of a resolution on their proceedings.

13. The original enclosures of your letter are herewith returned, copies of such as are required being kept for record.

HEADQUARTERS: }  
The 31st May 1847. }

I have, &c.,  
(Sd.) J. THORNTON,  
Secretary to Government, N.-W. P.  
(True Copy.)  
(Sd.) W. MUIR,  
Secretary.

#### Exhibit 273.

*Miscellaneous English correspondence re Mussoorie, Mussoorie Estates, Municipal Meetings, &c., from 1843—1883. Unindexed.*  
(COPY.)

No. 2 IN No. 2329 OF 1847.

*Note on the Registration of Property of Mussoorie.*

1. When the settlement of Mussoorie was measured, and the terms on which property was to be held there were determined by Mr. Wells as Commissioner, under the orders of the Government, a register was formed of all estates as they stood at that time.

2. The register contains 28 heads, which are given in the annexed table. The register is believed to have been accurate. Copies of the entries were given to all proprietors as the deeds on which they held their estate. Provision was at the same time made for keeping up this register, so that it should show all future changes of property. This part of the scheme seems, however, to have been lost sight of. The register has not been kept up regularly, nor upon any uniform plan. It seems right to remedy this by explaining the course which should be followed in keeping up the register.

3. The chief changes in property arise from the dividing off new estates from older ones, and from transfers of entire estates by sale, &c. Awards regarding boundary disputes require also to be shown in the register.

4. A separate book to be called a supplementary register should be kept in which all documents having reference to changes of the above nature should be entered consecutively, in chronological order, as they are presented for registration. Each entry should bear a number to which a reference should be made in the original register and should itself show the number or numbers of the general register to which it refers. Thus :

No. 26, see No. 15 of general register, if it be a transfer or see No. 26 and 147, if it be the formation of a new estate.

5. The following instructions should be observed in showing transactions of the nature mentioned above.

6. *The dividing off of new estates from old ones.*—The entry in the supplementary register should give the deed, by which the separation was effected, whatever be its nature and should refer to the number on the register borne both by the old and the new estates. The new estate should form a new number in the register with all the columns up, except that column 24 would show the name of the occupant at the time of the formation of the estate. Column 26 headed "remarks" should contain an entry, "Divided off from No. , according to entry No. , in supplementary register." At the same time certain columns in the original entry of the old estate would require alteration. A new line should be ruled off immediately below the former entry, showing the new boundaries where they differ from the old, the new area, and the new ground rent chargeable for the old estate, column 25 on this line would refer to the number on the register assigned to the new estate. Column 26 of remarks would refer to the entry in the supplementary register on the subject.

7. Transfers of whatever nature, should be shown by a reference in the column of remarks No. 26 to the No. of the supplementary register which contains copies of the deeds.

8. Awards regarding boundaries might involve alterations in the columns 6, to 9 regarding boundaries and in columns 12 and 13 regarding area. If so the columns should be amended with a reference to the number in the supplementary register explaining the amendment.

9. The entries in column 26 of remarks should be as brief as possible, so as to allow room for subsequent entries, thus :

Sales.—25, 36, 42, 59,

Mortgages.—17, 38, 45.

New estates divided off.—14 29.

Boundaries determined.—16 23 46.

10. All changes which affect the area of estates, such as the dividing off new estates, or the determination of boundaries should be shown if possible in the book of maps of each estate. If the map cannot be corrected with accuracy, an entry should at least be made on its face referring to the number of the supplementary register which contains the record of the circumstance.

11. The Superintendent should be careful to keep his register in accordance with that of the committee, for which purpose the committee should send copies of all entries in their supplementary register and also of entries of new estates and corrections of entries regarding old estates in their general register.

12. Care should be taken without delay to make up the register on the above plan. It may now be easily done, for the entries to be made are few. If the work be delayed the difficulty of amendment will be increased.

(Sd.) I. THOMASON.

(True Copy.)

(Sd.) I. THOMASON,

Secretary to Government, N.-W. P.

No. of grant.	No. of survey.	No. in old register.	Date of present registry.	Name of estate.	Boundaries.				Village or other locality in which situated.	Territory.	Horizontal area.	
					North.	South.	East.	West.			Acres.	Local beghas of 10088 square yards.
1	2	3	4	5	6	7	8	9	10	11	12	13
Ground rent paid to —					State of property at time of register.					Reference to estate subsequently divided off.	Remarks.	
Raiyat.	Mohunt.	Zamindars.	Local Committee.	Total.	Specification of dwellings.	Owner's name.	Where built.	By whom.	Rent actual or appraised for the year.			Name of occupant in 1842.
14	15	16	17	18	19	20	21	22	23	24	25	26

Headings of both pages  
of Mussoorie register. }

(True copy.)

(Sd.) J. THORNTON,

Secretary to Government, N.-W. P.

(True copy.)

(Sd.) W. MUIR,

Secretary.

(True copy.)

(Sd.) A. ROSS,

Superintendent.

#### Exhibit 274.

#### Mussoorie Municipal register No. 2.

Proceedings from 31st May 1851 to 5th May 1860.

The part of the Mussoorie Bazaar not already occupied has been divided into allotments convenient for shops agreeably to the accompanying plan showing the boundaries to the new and the old tenements as they exist at this day. The Commissioners recommend that a small ground rent should be levied on each occupant of a site according to its dimensions, assuming 120 superficial feet as the unit.

31st May 1851.

## Exhibit 275.

*Miscellaneous English correspondence re Mussoorie, Mussoorie Estates, Municipal Meetings, &c., from 1843 to 1883. Unindexed.*

*To the Secretary to the Local Commissioners of Mussoorie.*

SIR,

I have the honor to request you will make known to the Commissioners my wish to purchase the unoccupied land lying due south of the Retreat Estate down to the watercourse or rivulet at the foot of the hill, and partly bounded east and west by the Bellevue Estate, and the estates belonging to Captain W. Rind, and I shall feel obliged by your procuring their sanction to an early auction sale of the land in question.

MUSSOORIE: }  
29th July 1851. }

I have, &c.,

R. VINCENT, M.-GENL.

## Exhibit 276.

*Mussoorie Municipal Register No. 2.*

*Proceedings from 31st May 1851 to 5th May 1860.*

Proposed by the Reverend R. N. Maddock and seconded by Major Frieth that a site on the south side of the bázár land be made over to Mr. Wood for building purposes on the usual terms, *vis*, one rupee per every 120 square feet to be paid to the Local Commissioners annually, the boundaries to be decided hereafter.

*The 13th December 1854.*

## Exhibit 277.

*Miscellaneous English correspondence regarding Mussoorie, Mussoorie Estate, Municipal Meetings, &c., from 1843 to 1883. Unindexed.*

No. 132.

FROM

ALEXANDER ROSS, Esq.,  
*Superintendent, Dehra Dhoon,*

TO

L. FRASER, Esq.,  
*Offg. Commissioner, 1st Division, Meerut.*

*Dated 26th June 1852.*

SIR,

I have the honor to report for the confirmation of Government two new grants of unoccupied land in the settlement of Mussoorie, the first of the kind which have been made since the settlement of the ground rents of the sanatorium by Mr. Wells in the year 1842.

2. These lots have been assigned in the manner prescribed in the 17th paragraph of the Board's letter addressed to Government, No. 547, dated 4th November 1842, and sanctioned in the 6th paragraph of Mr. Secretary Hamilton's letter No. 2551, dated 24th December 1842; that is, they have been put up to auction and sold to the highest bidder subject to an annual rent of two annas per local beegah.

3. Being portions of larger lots of unoccupied land already entered under distinct numbers in the register, these new lots have been entered under new numbers with the necessary references to the original numbers from which they have been detached as will be observed by references to the enclosed warrants, the tabular statements on the reverse of which are the exact counterparts of the entries in the register.

4. According to the practice in force, which has been sanctioned by His Honor the Lieutenant-Governor, the details connected with the assignment of the unoccupied sites, the assignment of unoccupied sites in the settlement have been

committed to the Superintendent of the Dun, who, after measuring and roughly mapping such sites, is required to enter all particulars both in his own register and in that of the Commissioners, who are guided by such entries in their future collections of rent.

5. The only point connected with these assignments remaining doubtful is the title deed to be conferred on the grantees. A warrant or putta in the form used by Mr. Wells at the late settlement would, I think, be the best, both as being uniform with the existing title deeds of the older estates and as containing on the reverse an exact counterpart of the entries in the register. With the exception of a few columns the form is appropriate to the present state of things.

6. This deed may be signed by any of the authorities from the Secretary to Government down to the Chairman of the Local Commissioners but to avoid all possible irregularities in the mode of making such grants, I would recommend that all assignments of unoccupied land should in every case be reported for the sanction of Government. I have accordingly the honour to forward herewith two grant warrants of the form used by Mr. Wells duly filled up, which if approved I beg the favour of your returning signed by the proper authority for delivery to the grantees. To maintain the necessary correspondence with the register these warrants have been dated 1st May 1852.

(TRUE COPY.)

I have, &c.,  
(Sd.) A. ROSS,  
Superintendent.

Exhibit 278.

*Miscellaneous English correspondence re Mussoorie, Mussoorie Estates, Municipal Meetings, &c., from 1843 to 1883. Unindexed.*

No. 3077 of 1852.

FROM

W. MUIR, Esq.,  
Secretary to Government, N.-W. Provinces, Agra,

TO

G. I. CHRISTIAN, Esq.,  
Secretary to Sudder Board of Revenue, N.-W. Provinces, Agra.  
Dated Agra, the 27th July 1852.

SIR,

Having laid before the Honorable the Lieutenant-Governor Mr. Officiating Secretary Sherer's letter No. 335 dated the 16th instant, regarding the new grants of unoccupied land in the settlement of Mussoorie, I am desired in reply to state that the Commissioner is empowered to sign and deliver grants of this kind on the recommendation of the Superintendent or the Local Committee. No reference on the subject to Government is necessary. The Government has already conveyed away its rights in the land to the Committee for municipal purposes, and it is desirable that the Committee should have thrown on them as much as possible the responsibility of economically and judiciously expending the sums entrusted to them.

2. The original enclosures are returned.

AGRA: }  
The 27th July 1852.

I have, &c.,  
(Sd.) W. MUIR,  
Secretary to Govt., N.-W. Provinces.

(Original filed in Chookubba (vide Commissioner's Revenue No. 91 for the year).

## Exhibit 279.

*In the Municipal Office, Mussoorie.*

No. 4108A of 1865.

FROM

W. TYRRELL, Esq., B.A.,  
Under Secretary to Government, N.-W. Provinces.

TO

F. WILLIAMS, Esq.,  
Commissioner, 1st Meerut Division,  
Dated Camp Rajpore Ghat, the 21st November 1865.

SIR,

I am directed to acknowledge the receipt of your letter No. 260, dated 8th instant, with which you submit for orders a letter from the proprietor of the Castle Estate in Mussoorie, objecting to pay municipal taxes on the ground that he bought the estate free from all such charges.

2. In reply I am directed to state that there can be no question that the estate is now within the limits of the municipality of Mussoorie, and that it is therefore, liable to be assessed in house tax, but this would not subject it to ground-rent nor to any interference with the tenure.

I have, &amp;c.,

W. TYRRELL,

Under Secretary to Govt., N.-W. Provinces.

## Exhibit 280.

*Mussoorie Municipal Office, 1871.**Boundaries of Mussoorie Municipality.*

It is reported from my office that the boundaries of Mussoorie Municipality have not been published either before or since the passing of Municipal Act of 1868. If so these are undefined, and should be defined without delay.

Hitherto the town of Rajpore has been under Act XX of 1866. The Superintendent during the last year reported that it had been ascertained that the town was within the Mussoorie Municipality, and should therefore be struck out of towns under the Town Police Act. Mr. Ross even proposed to make over collection of the assessment of the police and other local institutions to the Mussoorie Municipal Committee; but this was objected to (paragraph 2 of letter to Superintendent, No. 38, dated 28th February).

For the past seven months the question of the boundaries has been under inquiry, and no reply has been obtained.

I very much doubt the propriety of including Rajpore in the Mussoorie Municipality. I see no advantage in its inclusion; on the contrary I think there are many disadvantages. I think it will be far better that the Superintendent should keep it under his own administration.

The boundaries of Mussoorie might be—

*North.*—As defined by pillars laid down by Colonel Walker, corresponding with Brown's map.

*East.*—Cantonment boundaries of Landour.

*West.*— } As defined by pillars laid down by Colonel Walker,  
*South.*— }

as far as the cart road below Barlowganj; and thence along cart road to junction with the path road meeting at Devil's Causeway above Rajpur.

I shall be glad if the President of the Mussoorie Committee will, in consultation with the Superintendent, appoint a meeting for the discussion and determination of this question which I will attend, if appointed to be held before 20th of this month. With this view a copy of this memorandum will be forwarded to Mr. Hobson, and another to Mr. Ross.

The 4th October 1871.

M. H. COURT,  
Commissioner.

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Exhibit 281.

*Notification No. 1094A3, dated the 13th July 1872.*

"Under section 14 of Act VI of 1868 (the Municipal Improvements North-Western Provinces Act) the following are defined to be the limits of the municipality of Mussoorie for the purposes of the said Act.

The boundaries of the Mussoorie settlement as laid down by Colonel Brown and recently resurveyed by the Great Trigonometrical Survey are to be considered the boundaries of the Mussoorie Municipality with the following exceptions:—

The whole of the cantonment of Landour as marked out by the cantonment pillars is to be excluded. To the south the boundary is to end at the south side of the Isthmus above Rajpur, where the toll-house is now built. From this point the boundary will run due east down the nullah until it meets the settlement boundary on the Raspanah. It will run west until it meets the settlement boundary between the lower Rajpur road and Kyar Koolie Nadi. On the west the boundary will be a straight line running from the present pillar on the old Lukwar road beyond where it branches off from the Badraj road to the pillar due south of the junction of the Horawala and Badraj road. In all other respects the settlement boundary to be the municipal boundary."

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Exhibit 282.

*"Chamasari file," Mussoorie Municipal Office.*

*Copy of G. O. No. 2093, dated 13th July 1893, to the Commissioner,  
Meerut Division.*

In reply to your letter No. 8805/XIX—88 dated 4th July 1893, I am directed to say that, after examining the history of the unoccupied lands included within the limits of the Mussoorie Municipality, the Lieutenant Governor considers that the proprietary right in them rests in the Government and not in the Municipal Board. Without parting absolutely with its proprietary right Government has assigned the usufructuary possession of these lands to the Municipal Board, just as it is in the habit of doing in the case of inter-municipal nazul made over to a municipality to occupy and administer. There is, therefore, no objection to action being taken under section 3 of the Forest Act as proposed, and the Superintendent of the Dun should be requested to draw up and submit separate draft notifications under section 4, one for these lands, and one for the 830 acres of extra municipal unoccupied land known as Badraj, &c. The Government should be informed as to what officer you would recommend for appointment as Forest Settlement Officer.

2. As regards the proposal of the Board to sell their rights in the village of Chamasari and Kimoin, I am to say that the sales and leases should like those of nazul land elsewhere, run in the name of the Secretary of State.

The rules regarding inter-municipal nazul land at pages 59—66 of the Municipal Manual, which require the sanction of Government to be obtained to all sales and leases, should be strictly followed. But the full proceeds of sales and leases will continue to be credited to the Board. It is not the intention of the Government to deprive the Municipal Board of the privileges it has hitherto enjoyed in dealing with the lands in question. A report as to the action taken with regard to the disposal

of Chamasari and Kimoin should now be submitted. If the sale has not been completed, the proposed transfer should be reported for sanction in the form prescribed.

8. An explanation of the differences in the statements of areas pointed out in G. O. No. 2780, dated 7th November 1892, should also be submitted, and the result of the conference between the Municipal Board and the Tehri Darbar with regard to the villages of Benog and Tonata, should be reported at an early date.

(True copy).

(Sd.) JOHN HARTLEY,  
Secretary and Superintendent.

Exhibit 283.

"Tehri unoccupied lands" file of Superintendent's office.  
No. 921/XXII-7, dated the 9th July 1894.

FROM

E. F. L. WINTER Esq.,  
Superintendent, Dehra Dun,

TO

F. WILLIAMS, Esq.,  
Commissioner, Meerut Division.

SIR,

I have the honour to report on the action taken with reference to notification No. 948F.—672A., dated 14th November 1893, proposing to constitute certain lands in the neighbourhood of Mussoorie reserved forests.

2. You are aware that the lands so notified form a portion of the land generally known as the "unoccupied lands" within the Mussoorie settlement, and that these unoccupied lands include lands appertaining to British revenue paying villages and also lands appertaining to Tehri. The notification actually included portions of both classes of unoccupied lands. It seems to me that this was a mistake, for the rights of the Municipality and of Government over the two classes of land are different and are based on altogether different origins.

3. Before my appointment to this district the notification had been published and objections had been presented. These objections were enquired into by Mr. Tweedy and evidence recorded by him; but unfortunately in no case did he pass final orders, and the inquiries will have to be made afresh. As regards the Tehri lands he could arrive at no agreement with the Raja, and the case was adjourned by him till May.

4. Of the land notified the greater portion of the forest in Badraj appertains to Tehri, and as the orders I might pass, as the result of my inquiry into the Raja's rights over that land, would probably govern all the other Tehri unoccupied lands, I thought it preferable to take up the inquiry with regard to that land first and to keep it quite distinct from the inquiries into objections raised by British villagers.

5. In his letter No. 807, dated 24th July 1893, to your address, Mr. Tweedy pointed out that Badraj stood on a very different footing from Kiarkuli, Bhatta, and other revenue-paying villages within British territory, drew attention to G. O. No. 2833/XI—36CA., dated 22nd December 1890, to Conservator, School Circle, in which Government recorded that "the Raja of Tehri would appear to be in the position of an ordinary proprietor with no exceptional rights;" and expressed a doubt as to whether the rights possessed by Government in these lands would justify the issue of a notification declaring Badraj to be a reserved forest.

6. Government, in their reply No. 2316, dated 4th August 1893, merely directed that Badraj should be included in the draft notification. They neither answered Mr. Tweedy's objections, nor gave him any instruction as to how he was to proceed.



7. The question was again raised before me by the Raja's Vakil, who said that under section 3 of the Forest Act Government could only reserve land which was the property of Government, and that therefore the notification under which the Superintendent was appointed Forest Settlement Officer was illegal, and that the inquiry was *ultra vires*.

8. I disposed of this argument by referring to section 4, which provided that the notification might cover any land and was not necessarily restricted to land which was the property of Government and to section 10, which laid down a procedure to be adopted with reference to any land over which a claim other than a claim to an easement had been admitted.

9. I was distinctly of opinion that the Raja had claims and rights over the land other than "a right of way or pasture or to forest produce or a water-course," and therefore, acting as Forest Settlement Officer, I should have been bound to take action under section 10.

10. Section 10 provides that when such claims have been admitted the Forest Settlement Officer may either (1) exclude such land from the limits of the proposed forest, or (2) come to an agreement with the owner thereof for the surrender of his rights, (3) proceed to acquire such land in the manner provided by the Land Acquisition Act.

11. The first alternative was of course out of the question, for this included the greater and most valuable portion of the land it was intended to reserve.

12. The third alternative, namely to acquire the land under the Land Acquisition Act, was in many ways objectionable, and presented many difficulties. That Act and the rules promulgated under it for calculating the compensation were scarcely applicable to the very peculiar rights of the different parties to the lands in question, and any action under that Act would undoubtedly have given rise to complicated and prolonged litigation in the civil courts. As examples of the difficulties that would have arisen I would mention the following: Portions of the land have been cultivated for many years by the subjects of Tehri. Were the Rent Act applicable to them, they would have acquired rights of occupancy; but it is practically certain that the Rent Act does not apply to these tenants or to these lands, and it is doubtful whether these tenants or lands are in any way subject to Indian laws. The question of compensation, therefore, would have been a complicated one and the compensation would have amounted to a considerable sum, for it would not have been possible to offer other land in exchange. If the land cultivated by the Tehri villagers had been excluded from the reserved forests it would have been necessary probably to provide jungle for their grazing and wood for their own consumption, &c. This would have seriously interfered with reservation of the forests by Government or the Municipality. These are a few of the objections to procedure under the Land Acquisition Act. There are many others which I need not examine at present suffice it to say that in my opinion that Act could not be applied with any advantage either to Government or the Municipality.

13. The remaining and only possible alternative was to come to an agreement with the Raja for the surrender of his rights, and I have kept this object in view throughout my negotiations with the Raja's representatives.

14. I have already said that Badraj, which was included in the notification, formed only a portion of the Tehri unoccupied lands; and if any agreement with the Raja was possible, it was desirable that it should cover not only the Badraj lands, included in the notification, but all the Tehri unoccupied lands, so as to settle the question of those lands once for all. I therefore dropped my proceedings as Forest Settlement Officer, which would have limited my agreement to Badraj, and negotiated with the Raja's Secretary and Vakil as Superintendent of the Dun and as Chairman of the Mussoorie Municipal Board. This report, therefore, I submit not as Forest Settlement Officer, but as Superintendent of Dehra Dún.

15. I am glad to be able to report that I have arrived at an agreement with the Raja for the surrender, on certain terms, of all his rights in the lands known as the Tehri unoccupied lands. These terms have been accepted unanimously by the Municipal Board as a permanent and satisfactory settlement of the question. The Conservator of the School Circle, whom I have consulted, also expresses the opinion that he considers the settlement a satisfactory one. I herewith submit the agreement for the approval and sanction of Government.

16. Before explaining and justifying my proposals in detail, I think it advisable to record again the history of these lands with a few explanatory remarks. This will, I trust, make it easier to understand the proposals I am submitting.

17. It appears that originally the boundary between British territory and the Garhwál estate was the crest of the Mussoorie range; the southern slope of the hills being British territory and the northern slope belonging to the Raja of Garhwál.

18. Before 1829 a number of Europeans had, either for purposes of trade or

*Fide* Mr. Wells' report of 7th October 1842, paragraph 11: "the slope of the same hill on the north side belongs to the Raja of Garhwál, the crest or penidial being the boundary."

Also paragraph 2 of Major Young's, to Commissioner, Meerut, dated 13th August 1829: "The boundary which separates the Doo from Jaunpur pargana belonging to the Raja of Garhwál, is determined by the course of water which falls on the summit of the range."

health, settled at Mussoorie and the sites first occupied were naturally on or near the crest of the hills, and included lands beyond the boundary, the property of the Raja of Garhwál. Various disputes arose from this cause, to settle which Major Young caused an agreement to be entered into by the Europeans and had these registered in his office. The area of the land belonging to Tehri so occupied by private persons was 271 pakka bighas and 13 biswas, and the rent was fixed at Rs. 52-8-0. This was apparently paid direct by the settlers to the Garhwál zamindárs. In addition to the above there were pakka bighas 120-7-7½ occupied by public buildings for which Major Young \* recommended that a rent of Rs. 35

\* Major Young to Commissioner, dated 3rd August 1829.

No. 606, from Resident and Commissioner to Major Young, dated 15th September 1829.

should be paid to the zamindárs of Jaunpur. This settlement was approved by the Governor-General in Council distinctly as regards the land occupied by public buildings and apparently also as regards lands occupied by private persons.

19. In 1830 the area was found to be larger, viz., 700 bighas and the rent paid by Government for land in Landour was increased to Rs. 70. The orders are not forthcoming, but they do not affect the subject now under discussion.

20. By 1842, it appears that the rent payable to the Raja of Garhwál had increased to Rs. 226.

21. In December 1841 Mr. J. Thomson, before taking his seat on the Board of Revenue, visited Mussoorie for the purpose of making inquiries into the tenures of land at that station. The result of his inquiries is embodied in his Minute,\* which was an enclosure to the Board's No. 543 to the Secretary to Government, dated 24th December 1841. Mr. Thomson deals mainly with the many irregularities that had been allowed with regard to lands within British territory. It is only in paragraph 11 that he refers to the Tehri lands. With regard to them he says: "The settlement of Mussoorie, besides the khalsa land, includes also much land in the jagir of Sarup Das, Mahant, and in the jurisdiction of the Raja of Garhwál, which yields a ground rent of about Rs. 226. The rents, however, have been very irregularly collected, and it has been ascertained that the Mahant would readily give one-third of the ground rent on the occupied and waste lands to the community on receiving their guarantee for the punctual payment of the remaining two-thirds. The Political Agent has no doubt that the Raja of Garhwál would accede to similar terms as regards this portion of the settlement, and would consent to waive all claims of jurisdiction over it." I have quoted this paragraph at length, for it shows clearly that till 1842 no portion of the land in question belonged

to Government, and that it was at that time the property of and within the jurisdiction of the Raja of Garhwál. As a result of this Minute, Mr. F. O. Wells was, by G. O. No. 107, dated 20th January 1842, appointed a Special Commissioner for investigating, fixing (and marking off the boundaries of the several holdings at Mussoorie. The instruction to Mr. Wells are contained in Board's letter No. 28, dated 4th February *vide* page 27 printed papers) to the Commissioner, Meerut Division. Stated briefly these were—

- (1) Prepare a list of holdings,
- (2) Confirm all holdings which have been registered in the Superintendent's office;
- (3) Confirm those of which beneficial occupation has been taken;
- (4) Give grants for all holdings confirmed, and register the grants,
- (5) All land not included in present holdings, but available for building sites and not required by the villagers, to be included in the settlement;
- (6) The natural boundary between Tehri and Dehra to be abolished and an artificial boundary, marked with pillars, to be substituted.
- (7) ask the Garhwál Raja to refrain from claiming jurisdiction over the land so included in the settlement.

22. Mr. Wells reported on his proceedings in his letter, dated 7th October 1842 (page 33, printed papers). The only portions I need quote here as referring specially to the Tehri lands are the following:—

"Paragraph 14.—The Raja and the Mahant have readily acceded to the proposition to take one-third of the assessment for local purposes, the Agent (*i.e.* the Political Agent) collecting the other two-thirds and making it over to these parties respectively."

"Paragraph 15.—The Raja also consents to the proposition that all the lands within the boundary of the Settlement should be considered as British possessions, he of course forfeiting no right to the rent, all being allowed at the rate of one anna a bigha in future leases, giving up one-third of rent to the community for all land not now occupied by any one.

"Paragraph 17.—This seems an equitable and fair arrangement; in the meantime the right of pasturage and cutting fodder and wood should be common to all."

These quotations are the only record I can trace of the agreement arrived at with the Raja. There are, however, some other contemporary orders and letters which further explain the nature of the agreement with the Raja. To these I must now refer.

23. It is quite clear that when any allotment of the Tehri unoccupied lands was made, the land was to be assessed at one anna a bigha, two-thirds going to the Raja and one-third to the community. The Raja relinquished one-third of the rent not because Government or the Municipality had any right to the land, but in return for "the trouble \* and risk of collections."

\* *Vide* letter No. 4, dated 25th October 1849, from A. Bose, Superintendent, Dehra, to Commissioner, Kumaon.

24. It is curious that in Mr. Wells' final report he only reserves to the Raja a rent of one anna a bigha on all land not then occupied by any one, and that he makes no mention of the land being put up to auction or as to what was to become of the auction proceeds. A reference, however, to the orders passed by Mr. Wells in the cases of Tiba Kalakar and Jabarkhet † clears this up. He writes "that this land has been enclosed within Mussoorie limits, and that its disposal will rest with the Committee. When any one shall require a portion of the unoccupied lands, it shall be put up to auction: two-thirds of the sale proceeds shall go to the Raja of Garhwál, the balance one-third remaining with the Government, *i.e.* the Committee."

† Pages 10 and 11 of the printed papers.

26. It is quite clear that at the time of Mr. Wells' settlement this land was not cultivated, for when Mr. Wells determined to enclose it we find him recording as follows—

"As this unoccupied land is within Mussoorie, and as it is not in the possession or occupation of any one it is deemed proper to enclose it within Mussoorie limits."  
Or again—

"As this unoccupied land is worth being enclosed within Mussoorie limits it is deemed proper to have it so done, its disposal resting with the Committee."

26. We also find the following provisions attached to his orders: "Until required for building purposes there shall be no prohibition to cattle grazing and use of fuel on it." And again—

"Until required for building purposes the villages to which the land belonged, were to have the right of grazing and collection of fuel on them."

27. On the 21st April 1842 the Raja of Tehri complained to Mr. Wells "that the forest land of Koti, Kandi, &c., six villages of Pargana Jaunpur, has been enclosed within municipal limits for the purpose of building sites. If this is true this State will be put to a loss of Rs. 350 a year, as the tenants of these villages may not live in them because they shall not be able to graze cattle."

On this Mr. Wells ordered "that the Raja be informed that forest land only has been enclosed and that cattle grazing will be allowed as usual."

28. From these quotations I gather—

- (1) that none of the land taken up was cultivated;
- (2) that though cattle grazing and the taking of fuel was to be allowed, no cultivation was contemplated or to be permitted;
- (3) that in any case when any one required any portion of the land it was to be sold and assessed to rent, and that thereupon all the rights of the villagers, whether to grazing or to fuel or to cultivation, were to cease, and that the two-thirds of the auction proceeds and of the annual rent paid to the Raja, were to include compensation for the withdrawal of those rights or privileges.

I think also that while it was intended that grazing and fuel should be free to all it was never intended that the Raja should charge for the right to cut fuel and grass, yet he has done this and has been realizing rent for the land cultivated.

29. Turning now to the present aspect of these unoccupied lands, we find that the Tehri villagers have encroached on these lands; that they have cut down valuable forests and have broken up the land, mainly for potato cultivation; that the grazing is so heavy that reproduction is impossible; and that hills that were a few years ago covered with fine trees are now bare and brown. If these are compared with the valuable forests in some of the more carefully protected private estates, we see not only what has been lost, but also what is possible if these hills are now carefully reserved.

30. The question of what was to be done with the cultivated land was the first one to be disposed of. I have already said that this cultivated land is not subject to the Rent and Revenue Acts, and the cultivators have not acquired any right of occupancy, and when the land is sold to a third party, they are liable to be ejected without compensation other than what is paid to the Raja. Their only claim to the land is based on wrongful encroachments.

The Raja's Vakil states that under Tehri laws and customs these villagers have no special rights and are merely trespassers, and it has been agreed on behalf of the Raja that these cultivated plots shall be relinquished to the municipality, the Raja giving the tenants other land or otherwise compensating them.

31. I consider that the acquisition of these cultivated plots is of the very greatest importance with regard to the future of these forests. The cultivation is not in large blocks, but scattered in patches here and there. It would be impossible to fence them round, and they would lead to useless disputes with the Forest

Department. They also would render fire protection a matter of extreme difficulty, and as long as cultivation is permitted, it would be impossible to entirely withdraw all the grazing and fuel-cutting privileges.

That part of the agreement then which provides for the withdrawal of all cultivation is of great importance and most satisfactory.

32. The relinquishment of the cultivated land by the Raja greatly facilitated the grazing and fuel-cutting questions. If grazing were permitted reproduction would be slow and difficult. This, however, is not the only objection to permitting grazing in these hills. The question of providing grass for Mussoorie is scarcely less important than that of providing fuel. This year there has been what may almost be called a grass famine. The owners of private forests have been charging each grasscutter not less than Rs. 3 and Rs. 4 per mensem for the privilege of cutting grass. They were able to do this because the grazing on the unoccupied lands by the Tehri villagers had rendered the hills in the unoccupied lands quite bare.

33. Further, the only source of income that can be expected from these lands for some years will be from the sale of grass. This will only be available if grazing is prohibited.

34. The Raja has agreed that when these unoccupied lands are made over to the municipality, they shall be made over free of all grazing or other privileges. This will greatly facilitate the management of the forests and avoid numberless disputes which otherwise would constantly arise.

35. The withdrawal of these privileges will be no hardship to the Tehri villagers: there is unlimited waste and forest land in Tehri beyond the boundary of the settlement.

36. I have said that in order to arrive at a final settlement of this question I thought it advisable to acquire the whole of the unoccupied lands within the settlement. Some of the land is, however quite unsuitable from a forest reserve. There are some small blocks between private estates and separated from the larger forests. There are also some narrow strips between the boundaries of private estates and the settlement boundary. It will probably be found advisable to part with these pieces of land, and it is possible that the owners of the private estates may be glad to purchase them. With this view it was advisable for the Municipal Board to acquire full proprietary rights over the land. This has been agreed to on behalf of the Raja. It is true that an annual payment forms part of the consideration: but the Board will remain responsible for the payment of this sum, even though it may part with the whole of the land in question. I was very anxious to arrange for the payment of a lump sum in lieu of this annual payment; but the Raja's Vakil said he was not empowered to accept this. I may be able to arrange this hereafter.

37. It is now necessary to consider the conditions on which the Raja has agreed to make over these lands free of all rights and privileges. It will be seen that the Board cannot be considered to have had any proprietary rights over the land in question. All the concern they had with the land was that when any of it was sold they became agents for the collection of the rent of the portion sold and in return took half of the rent and of the auction proceeds. We have also seen that when land was so sold to a third person all rights and privileges of the villagers over that land ceased. Neither Government nor the Board had ever paid any compensation to the Raja for the land at the time it was enclosed within the Settlement; but there was an understanding that compensation was to be paid when the land was taken up.

38. Having come to this conclusion it seemed to me that if instead of selling the land to a third party the Board wished to take up the land itself and to acquire the same rights over it that a third party would acquire, it was fair and proper that the Board should pay for those lands what would have been paid by a third party. This would include a rent of one anna a kachcha bigha, of which one-third would remain with the Board and two-thirds go to the Raja, and also certain auction

proceeds. Of course in view of the way in which the auction proceeds were divided it was out of the question to put the land up to auction, as had been suggested by my predecessor. As the Raja got two-thirds of the auction proceeds, it would have been to his interest to have run up the price far beyond the real value of the land. The only alternative was to fix the price by mutual agreement.

39. The price has been so fixed at Re. 1-8-0 per acre. I consider this very fair: it has been approved by the Board and accepted on behalf of the Raja. In arriving at the figure the following factors were taken into consideration: (1) that this rate will be paid for all land, good and bad; (2) that much of the land would never have been taken up by private persons or not till after a long interval, and therefore for many years the Raja would never have received any income from the greater portion of this land, (3) that in consideration of this payment the Board will acquire the land free of cultivation and of grazing privileges.

40. As regards the agreement itself, it is not drawn up in the language that would be used by a Chancery lawyer, but it correctly embodies all the principles and conditions which have been agreed to. You will see that there is a somewhat lengthy preamble. The object of this is to make it clear that we are now acting on the principles laid down by Mr. Wells in 1842, and what those principles were. This was desired by the Raja. I presume that the agreement will be laid before the Legal Remembrancer; he may wish to alter the phraseology: but I hope that he will retain the form in which it is drafted and that it will be unnecessary to alter any of the conditions. These were arrived at after prolonged discussion. I should be sorry if it were necessary to reopen negotiations with the Raja. This discussion has been going on for years and it is time a final decision were arrived at.

41. There is only one point on which the Raja's Vakil still expresses any hesitation, and on this point is willing to be bound by the decision of Government. He wanted to insert a condition that unless the whole of the annual payment were regularly paid to the Raja, the whole of the land should revert to him, and that he should not be required to refund any of the compensation now to be paid to him. I objected to this condition because it would limit the power of the Board to dispose of those portions which it is not desirable to retain. No one would buy them if they were liable to be dispossessed because the Board had failed to pay up. My objection was allowed to be good, but the Vakil still expresses some doubt as to whether in the event of the Board's being dissolved the Secretary of State would be responsible for the annual payment. I think that as the agreement is to be sanctioned and approved by Government, and also in view of the provisions of section 79(2) Act XV of 1883, the Secretary of State would be responsible for continuing the annual payment, and that the liability of the Secretary of State is not limited under clause 3 to the amount of property taken over by the Secretary of State at the time a municipality is abolished.

This matter would be simplified if the Secretary of State were made a party to the agreement.

42. If the agreement is approved by Government it will be necessary to estimate exactly the area of the land taken up with a view to determining the amount to be paid to the Raja. According to the survey made by Mr. Kinney in 1876 the area of the Tehri unoccupied lands was 2,615 acres. There may have been a few alterations since then; but assuming that it is approximately correct, the payment to be made at once would be less than Rs. 4,000 and the annual payment would be about Rs. 550. The Board would recover a portion of the Rs. 4,000 by the sale of those portions which are not suitable for reservation. In any case the income this year will be considerably in excess of the estimate and there will be no difficulty in meeting this payment.

43. With regard to the annual payment I may say that Mr. Gamble considers the exclusion of grazing and other privileges so satisfactory that he is prepared to recommend that the management of the forests should be undertaken by the Forest

Department, and that all charges, including the annual payment to the Raja, should be met by that Department, and that the deficit which must be expected for the first few years should be regarded in the view of a loan to be repaid when the revenue exceeds the expenditure. After this has been repaid the profits would of course be made over to the Municipality. This arrangement I have no doubt will be accepted by the Board.

44. In the event of the agreement being accepted by Government, I would ask for instructions as to whether it should be regarded in the light of a sale: and, if so, whether it should be stamped accordingly. If the Secretary of State is made a party to the deed it would of course be exempt.

45. Finally, I would ask for early orders: for if the settlement is approved it will be necessary to survey some portions of the internal boundaries of private estates, and the lands will have to be again inspected with a view to determining which portions shall be made reserved forests and which shall be offered for sale. The most suitable time for doing this will be at the end of August, and in September next, when alone I could obtain assistance from the Forest Department, also until the agreement is signed and executed my power to stop the further destruction of the forests is limited and doubtful.

#### Exhibit 284.

*"Tehri unoccupied lands" file of Superintendent's Office.*

An agreement made this day of 1894 between His Highness Raja Kirti Sah (hereinafter called "the Raja of Tehri Garhwál") of the first part, the Municipal Board of Mussoorie (hereinafter called "the Board") of the second part and the Right Hon'ble the Secretary of State for India in Council (hereinafter called "the Secretary of State") of the third part.

Whereas in 1842 Mr. F. O. Wells was appointed a Special Commissioner by the Government of the North-Western Provinces to investigate the tenures in Mussoorie, and to register and to confirm the existing holdings, and to demarcate and include within the settlement of Mussoorie land not then included in any existing holding, but available for building sites, and not then required by the villagers for purposes of cultivation;

And whereas in accordance with his instructions Mr. Wells demarcated and included within the said settlement of Mussoorie certain unoccupied lands which till then had been the property of and within the jurisdiction of the Raja of Garhwál;

And whereas Mr. Wells provided, with reference to these unoccupied lands, that if any person applied for an allotment of the said lands, the land applied for should be put up to auction and assessed to an annual rent of one *sona* a *kacheha* *bigha*, and that two-thirds of the auction proceeds and two-thirds of the annual rent should be paid to the Raja of Garhwál and his successors in full compensation for all his rights over the land so allotted, and that the remaining one-third of the auction proceeds and one-third of the annual rent should be made over to the community for local purposes;

And whereas the Raja of Garhwál gave his consent to the said rules and provisions;

And whereas the Raja of Garhwál further agreed that all the lands included within the boundary of the settlement as determined by Mr. Wells and demarcated and surveyed by Captain Browne, should be deemed to be within British jurisdiction and to be at the disposal of the British Government for the benefit of the settlement of Mussoorie subject to the *foregoing* right to auction proceeds and rent:

And whereas the rules, provisions, and principles laid down by Mr. Wells are still operative;

And whereas in 1867, Captain Montgomerie surveyed the settlement boundary according to Captain Browne's map and marked the boundary with pillars which are shown on the Great Trigonometrical Survey maps;

And whereas notwithstanding the arrangement arrived at in 1842 and referred to above certain persons, the subjects of the state of Tehri Garhwal, have without the consent of the Board from time to time cultivated portions of the aforesaid unoccupied lands and have grazed their cattle on and taken fuel from the said lands pending their being sold and appropriated under the rules laid down by Mr. Wells;

And whereas it is now advisable that all the aforesaid lands should be enclosed and constituted a fuel and fodder reserve for the benefit of the Mussoorie municipality;

And whereas His Highness Raja Kirti Sah, Raja of Tehri Garhwal has asserted his rights to compensation based on the principles laid down by Mr. Wells; and these claims have been admitted by the Board and the Secretary of State;

And whereas all the parties to this agreement have accepted the terms and conditions hereinafter appearing as a satisfactory, final, and complete settlement of the respective claims of the Raja of Tehri Garhwal and his successors and his ryots on the one side and of the Board and the Secretary of State on the other side, over the aforesaid lands known as the Tehri unoccupied lands within the Mussoorie settlement:

Now this indenture witnesseth as follows:—

I.—That it is agreed by all the parties hereto—

- (1) that for the purposes of this agreement the settlement boundary shall be the boundary as demarcated with pillars by Captain Montgomerie and plotted on the Great Trigonometrical Survey maps;
- (2) that this agreement refers to those lands formerly the property of the Raja of Garhwal and now included within the aforesaid settlement boundary; but not included within any estates now held and occupied by any private person.

II.—That it is agreed by the Raja of Tehri Garhwal, for himself and his successors, as follows:—

- (1) that in consideration of the payment to be made to him by the Board of a sum in cash and of an annual payment further detailed below, the Raja of Tehri Garhwal on his own behalf and on behalf of his successors, will relinquish and transfer to the said Board all his rights of whatsoever kind over the said lands;
- (2) that full proprietary rights in and over the said lands shall vest in the Board, and that the Board shall have full power to deal with the said lands as they wish, including power to sell, lease or otherwise transfer the said lands; provided that the transfer of a portion or all of the said lands to a third person shall not relieve the Board from the obligation accepted by the Board to pay to the Raja of Tehri Garhwal any portion of the sums which they herein agree to pay;
- (3) that the Raja of Tehri Garhwal engages to remove from the said lands all persons, being subjects of the State of Tehri Garhwal, who at present cultivate or otherwise occupy any portion of, or pasture cattle in or exercise forest privileges over, the said lands, and to hand over the said lands to the Board free of all rights, encumbrances, or claims of any description whatsoever;



(4) that the Raja of Tehri Garhwal further engages to satisfy in a reasonable manner and at his own expense all claims to compensation or damages which the aforesaid persons may prefer, and to indemnify the Board to the full extent of any loss which it may sustain should any claims be preferred against it by the aforesaid persons.

III.—That it is agreed by the Board that in consideration of the concessions detailed in the clause immediately preceding, and on the fulfilment by the Raja of Tehri Garhwal of the undertaking expressed in the third sub-clause of the aforesaid clause—

(1) the Board shall pay to the Raja of Tehri Garhwal a sum in cash calculated at the rate of one rupee eight annas per acre of the land which forms the subject-matter of this agreement ;

(2) the Board shall also pay to the Raja of Tehri Garhwal and his successors each year in perpetuity, commencing from the year ? A.D., a sum calculated at the rate of two-thirds of an anna or eight pies per kachoha bigha of the said land, and that the said sum be deemed an annual charge on the municipal fund :

Provided that with the consent of the Raja of Tehri Garhwal at any time expressed the Board may commute the aforesaid annual charge for a capital sum of such amount as may be mutually agreed upon, and thereupon the annual charge shall cease to be paid by the Board and shall be deemed to have been fully and completely liquidated and extinguished.

IV.—That it is agreed between the Raja of Tehri Garhwal and the Secretary of State that should the board at any time fail to make payment to the Raja of Tehri Garhwal of the aforesaid annual charge, or should the Board be dissolved by order made under North-Western Provinces and Oudh Municipalities Act, 1883, or any other corresponding enactment for the time being in force, the Secretary of State shall himself be liable to the Raja of Tehri Garhwal for payment at the appointed times of the annual charge.

V.—That it is agreed between the Board and the Secretary of State that should the Secretary of State in discharge of the aforesaid liability be required, while the Board is still subsisting, to make payment of the annual charge to the Raja of Tehri Garhwal, the proprietary right in the lands acquired by the Board by this agreement shall thereupon, subject to the rights (if any) of other persons created by assignment by the Board with the previous consent of the Secretary of State, pass and be transferred from the Board to and shall vest in the Secretary of State.

VI.—That it is further agreed between the Board and the Secretary of State that the Board shall not assign the aforesaid lands or any portion thereof to any person without the previous consent in writing of the Secretary of State.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

(Signatures.)

**Exhibit 285.**

*"Tehri unoccupied lands" file of Municipal Board, Mussoorie.*  
(Copy.)

This indenture made the twenty-eighth day of June, nineteen hundred and two between His Highness Raja Kirti Shah, C.S.I., of Tehri, Garhwal State (hereinafter called the Raja of Tehri Garhwal) of the one part, the Municipal Board of Mussoorie (hereinafter called the Board) of the second part, and the Secretary of State for India in Council (hereinafter called the Secretary of State) of the third part.

I.—Whereas in 1842 Mr. F. O. Wells was appointed Special Commissioner by the Government of the North-Western Provinces to investigate the terms in Mussoorie and to register and to confirm the existing holdings, and to demarcate and to

include within the settlement of Mussoorie land not then included in any existing holding, but available for building sites, and not then required by the villagers for purposes of cultivation.

II.—And whereas in accordance with his instructions Mr. Wells demarcated and included within the said settlement of Mussoorie, certain unoccupied lands which till then had been the property of and within the jurisdiction of the Raja of Garhwal.

III.—And whereas Mr. Wells provided with reference to these unoccupied lands, that if any persons applied for an allotment of the said land the land applied for should be put up to auction and assessed to an annual rent of one anna a kacheha bigha, and that two-thirds of the auction proceeds and two-thirds of the annual rent should be paid to the Raja of Garhwal and his successors in full compensation for all his rights over the land so allotted and that the remaining one-third of the auction proceeds and one-third of the annual rent should be made over to the community for local purposes.

IV.—And whereas the Raja of Garhwal gave his consent to the said rules and provisions.

V.—And whereas the Raja of Garhwal further agreed that all the lands included within the boundary of the settlement as determined by Mr. Wells and demarcated and surveyed by Captain Browne should be deemed to be within British jurisdiction and to be at the disposal of the British Government for the benefit of the settlement of Mussoorie subject to the aforesaid right to auction proceeds and rent.

VI.—And whereas the rules, provisions, and principles laid down by Mr. Wells are still operative.

VII.—And whereas in 1867, Captain Montgomerie surveyed the settlement boundary according to Captain Browne's map and marked the boundary with pillars which are shown on the Great Trigonometrical Survey map.

VIII.—And whereas notwithstanding the arrangement arrived at in 1842 and referred to above certain persons the subjects of the state of Tehri-Garhwal have without the consent of the Board from time to time cultivated portions of the aforesaid unoccupied lands and have grazed their cattle on and taken fuel from the said lands pending their being sold and appropriated under the rules laid down by Mr. Wells.

IX.—And whereas it is now advisable that all the aforesaid lands should be enclosed and constituted a fuel and fodder reserve for the benefit of the Mussoorie Municipality.

X.—And whereas by an agreement made on the 17th day of October 1894, between the said Raja of Tehri Garhwal of the one part, the said Board of the second part and the Secretary of State for India in Council of the third part the said Raja of Tehri Garhwal for himself and his successors agreed to grant and transfer to the said Board all his rights of whatsoever kind to and in the aforesaid lands in consideration of the payment to him by the said Board of a sum of Rs. 3,933 in cash calculated, at the rate of one rupee eight annas per acre of the lands forming the subject of the said agreement and an annual payment of Rs. 524-0-0 calculated at the rate of 8 pies per kacheha bigha of the said land.

XI.—And whereas by clause IV of the said agreement the said Secretary of State did agree and covenant with the said Raja of Tehri Garhwal that should the Board at any time fail to make payment to the Raja of Tehri Garhwal of the aforesaid annual charge, or should the Board be dissolved by order made under North-Western Provinces and Oudh Municipalities Act, 1883, or any other corresponding enactments for the time being in force the Secretary of State shall himself be liable to the Raja of Tehri Garhwal for payment at the appointed times of the annual charge.

(1) Now this indenture witnesseth that in consideration of the payment to him of the sum of Rs. 3,933 (the receipt of which the said Raja of Tehri Garhwal

doth hereby acknowledge) and the annual payment to him by the Board of 8 pies per kuchcha bigha of the lands the subject of this transfer and in consideration of the hereinbefore recited covenant by the Secretary of State.

(2) The said Raja of Tehri Garhwal for himself and his successors doth hereby grant and transfer into the said Board all the said lands included within the settlement of Mussoorie containing by admeasurement and delineated in the plan and more particularly described in the schedule hereto. Together with all the rights and titles and interest of the said Raja of Tehri Garhwal to and in the same and all buildings, outhouses, gardens, ways, watercourses, easements and appurtenances whatsoever. To have and to hold the same unto and to the use of the said Board for ever.

(3) And the said Raja of Tehri Garhwal hereby covenants with the said Board that the said premises shall be quietly entered into and upon and held and enjoyed and the profits received without any interruption or disturbance by the said Raja of Tehri Garhwal or any person claiming through or in trust for him.

(4) And further that the said Raja of Tehri Garhwal and every person claiming any estate or interest in the said premises through or in trust for him will at the cost of the person requiring the same execute and do every assurance or thing for the further or more perfectly assuming all or any part of the said premises to the said Board or by it shall be reasonably required :

(5) Provided always and it is hereby agreed that with the consent of the Raja of Tehri Garhwal at any time expressed the Board may commute the aforesaid annual charge for a capital sum of such amount as may be mutually agreed upon, and thereupon the annual charge shall cease to be paid by the Board and shall be deemed to have been fully and completely liquidated and extinguished.

In witness hereof the parties hereto have hereto set their hands the day and year first above written.

(Sd.) KIRTI SHAH.

(Sd.) J. S. THAKUR.

(Sd.) BASWANAND GAIROLA. } witnesses.

(Sd.) H. W. LYLE, C.S.,

Superintendent and Chairman,

Municipal Board, Mussoorie.

(True copy.)

(Sd.) BALDEO PARSADA,

Head Clerk,

Superintendent's Office, Dehra Dun.

(6) Schedule:--

						Acres.
Jeharkhet and Kimion	...	...	...	...	...	966
Toonata	...	...	...	...	...	108
Kandigoan	...	...	...	...	...	23
Baug	...	...	...	...	...	767
Bhadraj	...	...	...	...	...	728
						—
					Total	2293

(Sd.) KIRTI SHAH.