BOARD'S COLLECTIONS

12010 TO 12026

1816-1817.

VOL. 502.

Bombay
Revenue Dep.t
No. 18

194

12,010

Season 1816/17
Inst 145

Letter dated
10th June 1815
Para 29 and 44

Captain Dickinson's Survey Reports
of that Division of the Island which is
comprehended within the walls of
the Fort. ———

Examiners Office
July 1816

Extract: Bombay Revenue consultation

27th October 1813.

Read the two following Letters from the Surveyor of Bombay with Enclosures. –

T. W. Strachan Esqre
Secretary to Govt.

Sir

In reply to your –
Letter of the 9th Ultimo, requiring any further information, which it might be in my power to afford concerning the tenure under which the property of Hindu religious

proprietors

proprietor of the large premises
in front of the Park, I have the
honour to inform you that no
grant of the fee simple has
ever been made since the year
1730, at which time it appears
that 388 $\frac{8}{9}$ square yards of it
only were considered freehold property
as particularized on the face of
the plan which accompanied my
last letter on the subject. –

It would seem
therefore, that the only point to
be decided is, whether Government
are not at liberty to resume the
surplus; and as it is a case to
which there is scarcely an exception

Meanwhile

thoughtful to Sir, I would myself
of the present opportunity to submit
to the consideration of the Rights
Hon. the Governor in Council,
a letter and were connected respec
tion. Sir I have reason to think that
never yet been forwarded of the
nature of the existing tenures, upon
which subject it is necessary S.
should be honored with their
sentiments, as a guide to me in
preparing a choice of plans for the
improvements of the rents to which
the ground held under various
tenures lots within and without
the Fort is subject.

I have &c

Bombay, Signed Thos Dickinson
9th October 1838. Hon. Chancellor

The

proportion of the mining ground
on point of the plan, I have the
honour to inform you that no
point of the plan in question
has been made since the year
1797, at which time it appears
that 388½ square yards of it
were considered freehold property
as particularized on the face of
the plan which accompanied my
last letter on the subject. –

It would seem
therefore, that the only point to
be decided is, whether Government
are not at liberty to resume the
surplus; and as it is a case to
which there is scarcely an exception

throughout the Island, I avail myself
of the present opportunity to submit
for the consideration of the Right
Honble the Governor in Council,
a petition and more connected report
than I have reason to think has
ever yet been framed of the
nature of the existing tenures, upon
which subject it is necessary I
should be honored with their
sentiments, as a guide to me in
preparing a choice of plans for the
improvement of the rents to which
the ground held under various
tenures both within and without
the Fort is subject:

I have &c

Bombay
9th October 1843.

Signed Thos Dickinson
Rev. Surveyor

1st The grounds comprising the area of the Fort is held of the Honourable Company, under various tenures, which may be classed as follows.-

First. Inzendars ground, bearing pension and tax in favour of the tenants.- Vide page 24

Second.- Inzendars Ground bearing pension & tax only for such part as the proprietors themselves occupy

Third.- Inzendars Ground, the tenants of which pay the Honble Company Quit Rents at the rate of 6 Rupees the square yard. Vide page 24

Fourth. Inzendar Ground

for

for which the proprietors pay the Honourable Company, besides pension and tax, a ducat rent of bread, for Square yard.

Sixth. Fazendars Ground, the Owners of which pay the Honble Company by the Lump.-

Seventh. Fazendars Ground for which the proprietors pay the Honble Company by the lump, besides pension and tax.

Seventh. Ground paying the Honble Company a Ducat Rent of bread, per Square yard.-

Eighth. Ground paying the

Honble

Fremantle Company by

the Pumps.

Sixth. Ground paying

to Public Company a

Rent of 5 Rent, and

Ground Rent of 5 per at

the rate of 1 Head per

Square yard. –

independant of a small portion of

ground in different parts of the –

Fort held under a compound –

tenure of 2 or more of those above

enumerated. –

2 The number of Tenants

or proprietors of Ground within

the Fort, was originally very –

small; it increased in proportion

as the soil became so converted

from agricultural to more profitable

purposes

purposes;

The other, viz. the original, estates have undergone several alienations and changes, some of the Tenants having transferred the freehold Tenure and others the Freehold Interest of the Crown, thereby creating instead of one, Six distinct Species of Property affecting the Revenue of the Honorable Company in a ratio more or less considerable according to the Conditions under which the transfer has been made.

For the reasons above assigned, there does not exist a similar instance of any of the Original Estates being held at the present day in an unmutilated state hence the confusion in ascertaining, and difficulty in collecting, the

Ground

[illegible]

[illegible]

[illegible] and

[illegible] and [illegible] are at

[illegible] at [illegible] free

[illegible] gas.

[illegible] ingredient at a small portion of

[illegible] found in different parts of the —

[illegible] under a compound —

[illegible] of 2 or more of those above

enumerated. —

The number of Lazaridas

or Emporiums of Groceries within

the Fort, was originally very

small; it increased in proportion

as the soil became, as it were, converted

from agricultural to more profitable

purposes

purposes,

The most the original estates have undergone several alienations and changes, some of the Proprietors having transferred the property, Tenures and others the Freehold interest of the Province, thereby creating instead of one, Six distinct Species of property affecting the Revenue of the Honorable Company in a ratio more or less considerable according to the Conditions under which the transfer has been made.

For the reasons above assigned, there does not exist a single instance of any of the original Estates being held at this present day in an unmortgaged State; hence the confusion is unavoidable, and difficulty in collecting, the

The ground comprising

[illegible] 1. That in front of the

[illegible] Company's [illegible] [illegible]

[illegible] which may be stated as

[illegible]

[illegible] Fazendars ground

[illegible] pension and tax

in favour of the tenants -   Vide page 24

Second. Fazendars Ground

paying pension & tax only

[illegible] ground as the

Fazendars themselves occupy

Third - Fazendars Ground

the tenants of which pay   Vide page 24

the Honble Company Quit-

rent at the rate of 6 Reas

the square yard.

Fourth - Fazendars Ground

for

for which [illegible]
pay the [illegible]
[illegible] [illegible]
[illegible] and [illegible]
[illegible] for the
[illegible] year.

Sixth. Ingredients [illegible],
the Owners of which may
the Honble Company by
the lump.

Seventh. Ingredients [illegible]
for which the proprietors
may the Honble Company
by the lump, [illegible]
and lay.

Eighth. [illegible] [illegible]
the Honble Company [illegible]
[illegible] [illegible] at least [illegible]
[illegible] year.

Ninth. [illegible] [illegible]
[illegible]

Tenth.

Ground with [illegible] the [illegible]
[illegible] of [illegible] the [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible] of the [illegible], that
[illegible] of 45 years or [illegible]
[illegible] built upon the ground occupied
by Houses situated on the Pizendam
Road within the Town Walls. For a
particular account of which, vide
annexed Statement Letter A.

5 There is no Register among the Records in any of the public Offices of a date prior to the year 1727, whereby to discover when Quit Rent on Fuzendam Ground was first exacted; but it is more than probable that its Origin is as ancient as that of the Tension,

and that it constitutes one of those
Rights alluded to in the Marriage
Contract, which reserves to the
Grantees by an express stipulation
all Royal rights whether of quit
Rent or any other.

6. At this distance of
time, it is not possible satisfactorily
to discover by information or
otherwise the quantity comprised in
the indefinite measurement termed
Yard; for by proceeding on a
similar principle, no two measurements
in the Old Rent Roll can, even in
a remote degree, be reconciled.

7. In the year 1831, by
express orders from the Court of
Directors, a new Register of the
landed

Ground rents under the different
denomination of Tenures above specified.

4 It appears by the
Rent Roll of the Year 1729, that
a Quit Rent of 15 reals a yard
was collected upon the Ground occupied
by Houses situated in the Fuzendas
Parts within the Town Walls. For a
particular account of which, vide
annexed Statement Letter . A

5 There is no Register
among the Records nor any of the
public Offices of a date prior to
the year 1729, whereby to discover
where Quit Rent on Fuzendas Ground
was first collected, but it is more
than probable that its Origin is
as ancient as that of the Tension,
are

and that it constitutes one of those
rights alluded to in the marriage
Contract, which reserves to the
grantee by an express stipulation
all Royal rights whether of quit
Rent or any other.

5 At this distance of
time, it is not possible satisfactorily
to discover by information or
otherwise the quantity comprised in
the indefinite measurement termed
Yard; for by proceeding on a
similar principle, no two measurements
in the Old Rent Roll can, even in
a remote degree, be reconciled? —

6 In the year 1831, by
express orders from the Court of
Directors, a new Register of the
landed

landed property in the Fort was made under a Committee of the Board, from which period the Defendants found before buying 15 cts a yard became chargeable at the rate of 6 cts a square yard, as exhibited in the comparative document before referred to.

The above Statement is thought necessary to elucidate some of the leading points, of which the sequel will be found to embrace a consideration.—

9 Of that species of Property to which Tenure of the first applies Letter B, annexed is a detailed account, regarding which there remain two questions of moment.

b

to be decided:— the first and least important of them is, —

Whether the Land Lord is not entitle to the Hobble Company for the actual quantity of Ground built upon? —

Secondly, Whether the Company have not a right to resume the surplus in such cases where the Ground which the Grantee has taken to himself exceeds the quantity expressed in the Rent Roll?

10 The arguments and matter whereby is afirst the judgment of those for whose ultimate consideration are reserved the above points and others of infinitely more importance together

landed property in the Port was made under a Committee of the Board, from which issued the Papers given before Parliament. It was a part became chargeable at the rate of 6 pence a square yard, as exhibited in the comparative document before referred to.

The above Statement

thought necessary to elucidate some of the leading points of which the sequel will be found to embrace a continuation.

9 Of that species of Property to which Terms of the first rights Letter B, annexed is a detailed account, regarding which there remain two questions of moment

to

to be decided:— the first and least important of them is,

Whether the Land Bank is not answerable to the H.S.E. Company for the actual quantity of Ground built upon?

Secondly, Whether the Company have not a right to retain the surplus in such cases where the Ground which the Grantee has taken to himself exceeds the quantity expressed in the Rent Roll?

10 The arguments and matter already in effect the judgment of those for whose ultimate consideration are reserved the above points are others of infinitely more importance together

together with the reasoning deducible from a corrected Copy of Official Documents, more properly belongs to a future place in this Summary

11 Concerning the 2d Tenure, it forms an exception to the 4th inasmuch only, that the former from continued omission on the part of the Collector) has not been chargeable with Quit Rent, as well as Pension and Tax. The question therefore for consideration, is,

Whether as in the Case of the 4th Tenure, Rents ought not in future to be collected on the Ground to which this has reference, the original Tenures under which

both

both were recognized in the year 1730, being clearly one (and) the same.

12 The 3d and 4th Tenures embrace no fresh point for consideration, between which and the two next also, there exists in every essential such a perfect analogy, that the Judgments awarded in the Cases above stated will thus far have a general operation

13 For a more detailed account of Forfeitures grounded under the various denominations above — enumerated, vide annexed Statements B, C, D, E & F.

14 Tenure 5th refers to that species of property for which the occupants pay the Honourable Company

Rents out of the Revenue derivable
from a certain Class of Official
Documents, more strictly belong to
future place on the Seamanry
Concerning the 2d Tenure,
it proves an exception to the 4th
inasmuch only, that the former
from contested religion on the
part of the Collector) has not
been chargeable with Rent (Rent, as
well as Pension) and Tax. The
question therefore for consideration,
is,
Whether as in the Case of the
4th Tenure, Rent ought not in
future to be collected on the
Grounds to which this has reference,
the original Tenures under which
both

both were recognized in the year 1731, being clearly on one the same

12 If Mr and Mrs Jones embrace no fresh grounds for consideration beyond which and the two mentioned also, there exists in every essential such a perfect analogy, that the judgments awarded in the cases above stated will thus far have a general operation

13 For a more detailed account of Legendary grounds under the various denominations above enumerated, the annexed statements B, C, D, E & F.

14 Tenure of Reversions to their spouses & forfeiture for which the orphans pay the Commutable Composition

Company a tract land of 6 rods
the square yard, which was
conformably to the order 1731; further
reference to the information of the
land table, which took place
towards the end of that year,
that ground found the Florida
Company at the rate of 30 reals
a single yard, as the comparative
statement marked G satisfactorily
exhibits. — regarding this tenure,
legal decision, or the following
questions have for a long time
past constituted no less a
desideratum of the public, than
of that authority to whose
immediate Guardianship the
rights and interests of the

Florida

Hamilton Company are entitled.

First. Whether their grounds are rightly referred to the Hamilton Company. If so, —

Secondly. Whether that right has been forfeited, or impaired. —

Thirdly. Whether or not, it is discretionary with the Company to increase the present rate of rent? —

In other words

Whether, after a lapse of 80 years, during which period the price of grounds has been gradually increasing, and attained under the auspices of British Government to a value equal

a state of [illegible] and flourishing the [illegible] the [illegible] of the manors in question, so [illegible], not under such circumstances, to be excluded from a participation of those advantages which a process of time during the growth of a flourishing state usually confers in similar cases. –

Fourthly, Whether, as in the former instances, the surplus of ground over and beyond what is specified in the rent rolls is not determined by the Honble Company. –

and it not

Lastly the Plea of it is not

tenable together therewith with that.

(1) The Grounds to which

Lessees the Rt has reference, form

but an inconsiderable portion of

the Lands, and although originally

appropriated by the Lessor, are conformable

to the orders of 1731, the measurements

measurements in common with

the rest of the Honble Company's

Ground within the Fort above

that period - The origin of this

Lease both in its reference to

Freehold property, as well as that

and foreign Lessees, must be

very minute, further annexed

statements No. 8 & No. shew that it

and is not sufficient for the Public Purposes or Requirements. Present, although after the manner of phenomena of the heavenly, is their relationship to that form, and must conformed to Celestial spheres of perfectly; at this relation of, then it can only be harmonized, that, whereas the vague and indefinite term single "yard" was abolished, the same Committee did not consider it of equal importance to substitute a more uniform standard in lieu of the mysterious rate which to the present day distinguishes the lineare, regarding which the questions to be decided are;

First:

Thirdly Whether the said

Court is not entitled to a

recommendation?

3dly Whether Plaintiffs

is not responsible for any

surplus of ground beyond what

is contained in the Rent-

roll? and if not

4thly Whether such a

surplus is subject to a

future payment of rent?

16 The annexed statements

by S H have a detailed relation

to the two last described tenures,

under which a by no means

inconsiderable portion of the Farm

has for many years past been

successively occupied

17

[illegible]

[illegible] the [illegible] which has been taken of the [illegible]

[illegible] The annexed statement, letter S. shows that this ground paid at the rate of 30 rupees a year, however, to the representation of the Dutch tells, the tenancy of which was subsequently conferred to natives on Black Cattahlands.

must be accounted for the seemingly
manifested distinction in favour of
the Englishes, it should be remembered
that the houses of the latter were
at the orders referred already —
affected, leaving no inference very
much in favour of the Natives,
as a counterbalance to which the
indulgence of completing their
enclosures was extended to the
Englishes on more moderate terms
than the ground tendered in
that publication to the native
part of the Community.

10 The annexed statement
letter G, exclusively refers to
that species of property held under
a conferred tenure, the amounts

a complete or true solution of the

above facts with satisfactory

testimonies.

It for the sake of

perspicuity, a more detailed —

explanation of the various tenures

has been attempted than was

perhaps requisite to a familiar

insight of their respective origin,

but now remains, if not to

prove, to contend for and in

such a manner as to leave very

little doubt on an unprejudiced

mind, the original rights of the

Hobbles Company to a very considerable

portion of the Ground within the

Port, and to shew by an appeal

to facts, and the most authentic

records

Ground, that a system thought differences was early introduced to preserve that Right, and to resist against alienations, particularly restrains the Lords of the Company's landed property.

21 Without going back to the remote period when, Flora memorabilis Indigenae Faunae Symphoraque dominant, it will perhaps be fully sufficient for the present purpose to show that the Honble Company were in possession, it is difficult to say of what portion of the Port so long back as the year 1720, the advantages of which property it is as left abroad they

the

of [illegible] & the [illegible] respectively [illegible]

For the sake of perspicuity, a more detailed exposition of the various houses has been attempted. There was perhaps requisite to a familiar insight of their respective origin, it now remains, if not to prove to contend for and in such a manner as to leave very little doubt on an unprejudiced mind the original rights of the Hon'ble Company to a very considerable portion of the Ground within the Fort, and to shew by an appeal to facts, on the most authentic

records

secure, that a system thought
inefficacious was early introduced
to preserve that Right, and to
guard against alienation, particularly
without the Leave of the Company
limited property.

21 Without going back
to the remote period when,
Hæc memoranda indigenis Ceteris
Septentrionaque Mercatori, it will
perhaps be fully sufficient for
the present purpose to shew that
the Honble Company were in
possession, it is difficult to
say of what portions of the Pub
so long back as the year 1770,
the advantages of which property
it is no less obvious they at-
tre

the time very justly apprehended by looking to the grounds of their opinion to a grant of land made by the Government at that time, that could Bombay be made secure and fit to invite Merchants to reside in, they doubt not the ground lents rising considerably.—

22 Although in a few instances these orders were not complied with, it is worthy of particular observation that on the exceptions alluded to, — whatever grant or alienation has taken place, the same was made subject to the payment of pension, in common with other

freehold

[illegible] property, and in contradistinction
to the Lot and ground and
[illegible] [illegible] to the authorities
to this day of the Company's Proprietorship
alone, in proof of which vide Documents
contained in Appendix under M: N: O.
with Marginal Observations

Vide Page 56

23 That the preservation of
their landed Property within the Fort
continued to be an object of importance
in the estimation of the Court of
Directors, the order of 1731 is a most
convincing proof; and the equitable
settlement to which it gave rise was
such as to put an end to all differences
relative to Property, if any such existed
between the Natives and Government,
and can scarcely by any arguments
of

of satisfaction be considered in any other light than as fulfilments to a mutual recognition of their respective Rights.

24 It is difficult to quit this part of the subject, without animadverting on the unreasonableness of those who contend that the Company have relinquished their right to that part of the Ground in the Fort paying Rent, between which and the Pension Land it is impossible to conceive a wider distinction than that which was originally made has all along existed, and which no length of time can alter or effect. A distinction so far from being newly asserted, that it has been recognized by

by the public, as well on a variety of transactions as the uniform system emanating from the Settlement of 1731, the subversion of which can be traced in no one single act either of the Court of Directors or government from that period up to the present day; on the contrary it will be an easy matter to prove that the most rigid orders have been enforced from time to time by the latter to preserve its spirit and that Government have in no one instance betrayed the forbearance now imputed to them as an abandonment of the Company's Right.

25 According to the conditions of

of the three Grants above referred to, it is evident at the time they were severally made, that a proper understanding existed between Government and the Public as to their respective rights -- for it is worthy of remark, that at the period in question the former were in the habit of letting out Ground in a situation where Land was acknowledged to be 44 times the value at a much cheaper rate than that at which they were alienating a Plot of Land; as equally so that the Petitioners or their Assigns might and in all probability would have retained possession of their Grounds on much more moderate terms till the

present

present day, (subject of course to the
conditions of those not having Arrion)
had not permanency of Possession
been the object of their attainment
21 The Documents to which
No 2 R. have reference, most clearly
define the distinctions of property
at the various times therein specified,
by one of which it is apparent
the Company's Ground within the
Fort was tenured for and granted
on certain Conditions for an unlimited
time, but not alienated in any one
sense of the expression; for had
it been the future Rent (consistently
with the principle on which Government
were acting, and the terms on which
alone that Indulgence was invariably
granted)

grantee) would not only have been collected under a different denomination, but very considerably increased, viz.t from Six and eleven Pence a square yard to at least 11/1.

7.th In this place it may not be improper to observe that, in consequence of the very small proportion which the Pension bore to the produce of the Estates in the year 1759 (the latter having increased 300 pr. Cent in value from the date of the Composition entered into with Sir G. Angier) the Court of Directors thought it expedient to send out an order empowering Government to levy a Tax of 10 pr. Cent on the

landed

bounded property, as was said to defray the extraordinary expence of the arms fortifications thus carrying on. Upon which occasion, the Earl Tott may be said to have again undergone correction, making if possible a wider distinction than ever between freehold property and that belonging to the — Company; here then is a — renewal of that mutual recognition before noticed between the public and Government of each other rights, and the Earl Tott's of Upon these that the quantity of Ingendrat proceeds in the Earl which became subject on that occasion to tax was to that of the

the Company in a much greater ratio than what exists at the present day.

28 It appears as diametrically incompatible with the profitable object which the Courts of Directors had in view, that Government should act, at the period alluded to, have thought it worth while to increase the rent of the waste ground within the fort, especially where the value of land was so much enhanced; that they did not is evident from the annexed documents S.T. to which — however retrospect is here taken principally with the view of

of establishing a collateral point of greater magnitude.

29. The above observations founded on the most unauthenticated fact may be used to constitute the Basis of the Company's Right to that portion of the Fort-furnaments, to which species of property all the arguments that can be brought forward cannot, it is conceived, lay aside their title, and it is with equal reason presumed that nothing short of the most arbitrary decision can limit your right in the exercise of those rights or prerogatives, the surrender of which seems to be a point almost taken for granted by those whose "sires and grand fathers" were a little too frugal

France to choose the indulgence
of a Government, to the mildness —
administration of which they owe
all the blessings and immunities
of a subject in England, without
experiencing any of the privations
called for by the exigency of the
times. —

It remains to
take notice of the strong measures
resorted to by the Council 60 years
ago, to guard against alienations
of the Company's property within
the Fort, also the uniform —
attention bestowed by each —
successive Govt. to the same
important object, as well as
to preserve harmony, & a system
unity

early introduced for the purpose of collecting the ground rent to which the Company's property in town was (+) subject; without trouble of entering in this place into an elucidation of these points, reference may be had to the series of documents contained in the appendix from page 39 to Page 92, which abounds with authority militating against the idea of any thing like negligence on the part of Government, much less a recognition of the abandonment of rights, not their own, but held only in deposit, and not — alienable. —

31 It is scarcely to be

be imagined that in the case where
there is doubtful or questionable
all the circumstances herein stated were
weighed in the most prominent point
of view to the notice of the late Chancellor,
particularly those relative and public
satisfaction on the supposed claim of
which he rested his main argument,
which seem nearly led to a judgment
adverse to the interests of the honorable
Company, — The Doctrine too which
the Advocate General so readily
acquiesced in upon that occasion, I
cannot help thinking supposed
many of the facts to the existence
of which he has also always denied the
effect: such as a continued course
of negligence on the side of Government,
ignorance in the respective rights

on

on the part of the Plaintiff; a characteristic
Honesty in all their dealings, to which
may be added some observance of the
usual forms generally thought necessary
to give validity to a purchase, and it is
worthy of our notice that although the
Plaintiff's grievances were respected on
such incontestible grounds, and the
such objections offered by the Court
were such as it has been the very
tendency of his own arguments to
Fivedale, he ultimately yields a
qualified admission to the observations
been the Bench, taking care however
to assert an exhaustion for securing
the Company against future, which
it is to be hoped will not prove of
producing the desired effect — hence
also the Defence rested with no
small

[illegible] merely by the Lockes and the
[illegible] specially objected on that
Gentleman's Report to the Collector
[illegible] — hence behoves
the erroneous notion beginning to be
prevalent that the Company have
[illegible] all right to the grounds
[illegible] Lands, an acknowledgement
[illegible] left inconsistent with their true
[illegible], from it would be at
variance with the declared policy
of the Court of Directors —

32. Adverting to the terms of
the Locks reply to the Collector, it
is perhaps the best comment on that
Gentleman's behaviour and the prudence
of which he is the author merely to
state that among other items of his
[illegible], he proposes 3600 pounds Sterling

in landed property in Bombay, and that such an unconstitutional fraction of the Land as to consist of these Clauses only of which Sellers & Assignees may be benefited on account Contract between them and the Bombay Company.

33. It remains to be noticed that an abstraction of Grounds, Vegetation has been exercised on the Jetties as the only means by which any thing like accuracy could be procured in the Rent-Roll — not to say that the observance of such a form annuls the Company's rights, it is too absurd to require legal refutation. Neither on the other hand perhaps can it be doubted, that in such cases where leases have been granted, afterwards to such a Lessee the implied conditions are binds towards the ground & bank upon an expenditure for public purposes

government

government bound to make
good the expence of the Working,
but if from the dilapidation, or
any other cause it again becomes
vacant, they are doubtless, by
virtue of the original conditions
on which the ground was rented,
at full liberty to resume that
property, to the perpetual
relinquishment of which they
had never consented, and for
the same reason, should
the improvement of the
times warrant it, occasionally
to increase the rent of
their ground let out for
an unlimited term, as well

upon

upon the principle of that
mutual respect and reciprocity
of interest which may be said
to constitute the Bond and
efficiency of legitimate authority.

34. The above statement
is most respectfully submitted
to the consideration of the
Right Honourable the Governor
in Council upon a subject
involving interests of the
Honourable Company to
such an incalculable amount;
a great deal more no
doubt remains to be added
to this imperfect sketch
of one of the most secured

cause that perhaps ever engaged
the attention of Government.

Bombay
9th Oct: 1813.
Revenue Surveyor's Office.

Extract Bombay Revenue Consultations

29th December 1813

Read the following report from the Revenue Surveyor dated the 3d Instant forwarding an actual Survey of the Town of Bombay.—

To Francis Warden Esqr.

Chief Secretary to Government

Bombay

Sir,

1 I have the honor to transmit herewith an actual Survey of the Town in Duplicate; the larger, containing a minute plan of the fortifications on the immense scale of forty feet to an Inch, is intended to answer as a Document of universal reference for the convenience of

Government

Government on all occasions; the other, consisting of eighteen sheets, is more adapted for the use of the Collector, blended as it is with a Book of reference, containing ample information on all points connected with the regular discharge of the duties of that Department. —

2 Having in my Revenue Report, which is already under the consideration of Government very fully, and I trust satisfactory explained the nature of the existing Tenures under which the landed Estates within the Fort are held, I avail myself of the discretion vested in me by the Commands of the Right Honible the Governor in Council under date the 10th of September last, most respectfully to suggest such measures, connected with the future Adjustment of the Ground Rents

arising

arising from the different species of property in Town, as upon mature reflection appear to me best calculated to promote the very desirable object which Government have in view, with the least possible inconvenience to the Public. —

3 Among the principal motives which urge me to the present address, I have no wish to disguise those feelings inseparable from a contemplation of the scene of distress, which a determination on the part of Government to enforce the just Rights of the Honorable Company would in all probability bring upon this peaceful and flourishing settlement; a sympathy I trust not incompatible with those paramount obligations of public duty, which no less earnestly suggest between Government and their subjects such a

compromise

compromise, as will I have reason to be sanguine not only tend very materially to increase the revenue of the Island, but be the means of at once removing that very unpleasant state of suspense my late investigation has been productive of in the minds of a respectable portion of the community, in the mass of which it is so extremely difficult to discriminate between guilt and innocence, that Oblivion of the past and security for the future, seems to be the only alternative equity now points out in viewing the curious chain of circumstances which a Century has wrought together with such — intricacy, that it is hard to conjecture what would be the consequences at the present day, were the public disposed to rend the question in a Court of Justice —

a measure which would involve Government in endless disputes, not to mention the delay and very enormous expense attendant on a legal process of the peculiar and complicated nature alluded to. —

6 The impression long since made upon my mind, and to which it did not yield till after the fullest and most serious consideration, I have thought it incumbent on me in this place to record, and influenced by considerations in which I have chiefly kept in view remote advantages, with respectful submission I beg leave to propose as a remedy for the existing abuses to which the mode of conducting one essential branch of the Revenue is subject, the amendment suggested in the course of the sequel to the adoption of which

altho'

although at first there may be some slight show of opposition (as is natural) on the part of the public, I doubt not but that on reflection they will be most ready to acknowledge the very mild and equitable principle on which the proposed adjustment is founded, should it please the Right Honble the Governor in Council to approve and carry into effect the measures herein recommended.—

5 Concerning the first six Tenures, as a great deal of confusion arises from the subdivisions to which this originally one and the same species of property has in process of time become subject, I respectfully submit the expediency of doing away the existing distinctions, and of embodying them in future under the designation of Freehold property subject:

instead of Pension and Tax and six Reas a square yard as heretofore, to a future Quit Rent of 8 Reas for square yard exclusive the difference between six Reas and eight equal to the proportionate part for one square yard of the present amount of Pension and Tax collected within the Fort,* so that the annual Excess with which this ground will henceforth become chargeable, does not take its rise in any deviation from the original principle on which it was formerly recognised as Freehold property but merely from the conditions of that agreement not having been invariably observed, to which may be added the numerous Buildings and Encroachments which have from time to time been allowed to take place with impunity.

* vide Note to Statement A Appendix

and such as at this period it is not possible either by enquiry or reference to any former Survey to define with that degree of precision absolutely necessary in stating a case for recovery — a measure therefore, more fair in principle than the one above recommended, more simple in its operation or more mild in its effects, I humbly conceive the most impartial arbitrator could not suggest, and it is not without a corresponding degree of confidence that I submit it for the consideration, and recommend it for the final adoption of the Right Honble the Governor in Council. —

6 The species of property which next demands consideration is that exclusively belonging to the Honorable Company held under Tenures the 1st. 8th. & 9th. — upon

each

each of these I shall proceed to submit a few observations, taking care to suggest such measures as a change of time and circumstances have long since rendered it incumbent on Government to adopt at the earliest practicable period. —

7 In my former communication upon this subject, I have in a general manner developed the causes which led to the present enhanced value of ground within the Fort, and adverting to the circumstances connected with the view therein taken of the Tenure now under consideration, with the most respectful submission I conceive it may become a question how far it would be policy to enforce the just Rights of the Honible Company to the spaces of property in question, that any such attempt

attempt on the part of Government would be looked upon by the body of Proprietors as a most harsh, if not illegal — measure I have too just grounds to feel satisfied, and under the impression to which such a conviction naturally gives rise, I conceived it imposed upon me as a duty to suggest such a modification, as will not I hope be deemed incompatible with the combined objects which Government have in view, not doubting in the end but that the very desirable adjustment I am about to propose will be readily acquiesced in by the other party. —

In lieu of taking serious notice of the numerous Encroachments which have been made from time to time within the Town Walls* and emanating from the present occupants

the

* For a detailed account of which vide — No. 1 Statement A
No. 7 Statement B
No. 9 Statement C
No. 10 Statement D
The value of which at the present rate of ground cannot be estimated at less than Rupees Two Lacs Ninety three thousand One hundred & Seventy five

the penalty for such infringements, which I beg leave to recommend with regard to the ninth Tenure is a future increase of the Rent and Ground Rent in a Ratio however by no means proportionate to the great accession of value which time has been productive of to this species of property. —

9 Were I to have recourse to former examples in quest of Data for suggesting what would be a fair and equitable rent in future, I have no later President to guide me than that of 1759; but as 19 ℔ Cent on the nett value of the profits might under the present circumstances be thought too high, I respectfully submit whether 10 ℔ Cent on the nett value of the profits arising from the Company's Ground

of this description would not be a most moderate rent for the same! — upon which principle, and estimating the value of a square yard at the very low rate of 15 Rupees, one tenth of six ⅌ Cent interest thereon will be found to average thirty six reas a square yard* for the proposed annual Rent in future of this very valuable Ground which in many places is worth even at the present day more than double that sum; upon these conditions and at once to relieve the public suspense, I further beg leave to recommend that a Lease for forty two years be granted to such persons occupying this Ground as may be willing to subscribe to the conditions tendered in the proposed compromise. —

* vide note to Statement C Appendix

With

10

With respect to Tenure the 8th, as there exists on all essential points between this and the 7th such a great analogy, they leave to — recommend an incorporation of them, assuming for a principle on which the future Rent is to be adjusted the same relative ratio which has all a long existed* observing also a like consideration in regard to the duration of the Lease in view to a continuance of the corresponding advantages over Tenure the Ninth, by which this species of property has heretofore been distinguished, the future Rent of which upon the principle just laid down should be increased to Twenty ten the Square Yard Annually, and the ten

* Vide Addendum Statement B Appendix

of the Last, instead of what is above recommended, be extended to a period of sixty three years. —

11 The annexed documents A. B. C. D. E. contain the calculations and other matter in detail — leading to the several results above submitted together with a comparative statement between the present and proposed amount of that branch of the Revenue from the Fort to which they respectively apply — exhibiting an increase in favor of the latter amounting to Eleven thousand and upwards. —

12 Should the measures above recommended appear to Government deserving of adoption, a most efficient system is

at once established by the arrangement proposed, also the Multiplicity of existing Tenures simplified, and reduced to three; abuses of every description, which have for ages been accumulating are for ever eradicated, & one essential branch of the Revenue more than Trebled by means likewise of the accompanying Work, the utmost facility is henceforth introduced in the mode of collecting the different Ground Rents within the Fort; and what is of still greater importance to the future interests of Government — Two thirds of this very valuable City will at no very remote period

*vide Comparative Statement Letter E Appendix exhibiting the balance above expressed —

* Viz, The several quantities in Statement D to which Nos 5 & 10 have reference the value of which at the period alluded to, supposing that the price of Ground remains the same even as at present, will amount to the enormous sum of Rs Thirty one Lacs Eighty six thousand three hundred & thirty

ment to the Honorable Company,

objects which in a particular degree

merit the most attentive consideration

of the Right Honorable the Governor

in Council in deciding on the

momentous question now before them,

especially the last, which I believed

I am justified in saying is an

improvement of that grand Maxim

in Political economy for a state to

purchase, but on no account alienate Land,

in as much as the Emoluments under

which the proposed compromise is

tendered by no means refer to the very

distant

distant period which distinguishes similar cases so commonly practised in England as well as by most other Creeds in times of common prosperity.

13 I think it proper to avail myself of this communication to add, that a fair copy of the survey of Colabah and old Woman's Island is in hand, which together with the necessary report also in preparation, I hope to have ready for transmission to Government in the course of a few days.—

I have the honor to be &c.

(Signed) Thos Dickinson

Revenue Surveyor

Bombay Revenue Surveyor Office
3d Decr 1813

Tenure

A Return of Freehold

1 Amount of Fazendars or Pension and Tax Ground
also with a Quit Rent of Six reis pr Square —
2 Amount of Fazendars Ground according to the Rent Rolls
3 Total Quantity of Fazendars Ground agreeably to the Rent
4 Ditto from actual measurement of Fazendars Ground chargeable
5 Quantity from actual measurement of Fazendars Ground paying
6 Total amount of Fazendars Ground from actual measurement paying
7 Leaving under this Head a balance of Square yards in
8 Total Amount of Pension and Tax Ground on which Rent should
9 Amount by the Rent Roll of Fazendars Ground on
10 Leaving a Balance in favor of the Company of
on the part of the Collector the Six reis pr Square yard
11 In which amount is included 3679 Square yards of which no
12 Total amount of Fazendars Ground of every description agreeably
13 Amount of the same from actual measurement — —
14 Leaving Balance resumable by the Honble Company
Five Thousand, Three Hundred and Seventy five — —

Note

The Total quantity Fazendars
Square yards the amount of Pension & Tax paid for the
the latter for one Square yard will be found to
has always been subject to the Quit Rent of
what has hitherto been the Custom, should without ot
Ground was originally recognized as Freehold &
in conformity to the reasoning contained in the

	Square yds	Square yards
as contained in the Collectors Books chargeable		
———	38,796	
which also pays by the Lump including mixed Tenure	22196	60,992
Rolls paying Rent besides pension & Tax ———		
with Quit Rent of six teas ⅌ Square Yard ———	41,215	
also by the Lump, including mixed or compound Tenure —	25152	
Rent besides Pension and Tax ———	66,367	
favor of the Honble Company amounting to Square yards	5,375	
have been regularly demanded ———		75,046
which Rent has been regularly demanded —		60,992
Square yards on which from omission to receive		
has never been collected ———		14,054
Account was ever before taken but paying Pension —	8,679	
to the Rents Roll including the last mentioned ———		69,671
———		75,046
amounting to (under the Head of Fazendars Ground) Sq.		5,375
———	5375	

Ground agreeably to the Rent Roll consisting of 60,992 same being Rupees 300 nearly the proportionate part of amount to 2 Reas which being added to the exist Pension and Tax Ground of every discription in lieu of all deviating from the principle on which this property be hereafter fixed at 8 teas ⅌ Square yard 6th Paragraph of the foregoing letter. —

Jennine

B Tenure 2. Hon'ble Company's Ground.

		in Yds.	
1	Amount of Company's Ground paying Quit-Rent of six reas p Square yard according to the Rent Roll including mixed 7th & 8th Tenure	79519	
2	Amount of Company's Ground paying by the Lump agreeably to the quantities expressed in the Rent Roll	10879	
3	Total quantity of Company's Ground held under Tenure 7th & 8th (now Tenure the 2d) agreeably to the Rent Roll		90398
4	Quantity of Company's Ground from actual measurement paying six reas p Square yard Quit Rent including mixed 7th & 8th Tenures	83098	
5	Quantity of Company's Ground from actual measurement paying by the Lump	13854	
6	Total Quantity of Company's Ground from actual measurement held under Tenures the 7th & 8th (now proposed Tenure the 2d)		96952
7	Leaving under this Head a Balance resumable by the Hon'ble Company of Square yards		6554

Note

By the following Statement ( ) the calculation therein made will be found to average thirty six Reas for the annual Rent of one square yard and as the same Ratio of advantage over new Tenure the third is proposed to be continued to the occupiers of this Ground by which it has ever been distinguished the following proportional numbers will be found to yield for the future Rent of this Ground Twenty Reas p Square yard annually. —

(6 11 Reas (former Rent of 3d Tenure) 6 Reas (former Rent of this Tenure) 36 Reas proposed Rent as p following Statement ( ) & 3d Tenure 20 Reas proposed annual Rent p Square yard for the Ground held under this Tenure. —

Tenure 3. Company's Ground. –

		Sq. Yds	Sq. Yds
1	Amount of Company's Ground paying a Quit and Ground Rent of 11 Reas ⅌ Square Yard as contained in the Rent Roll including mixed Tenure. —	107,854	
2	Quantity of Ground of this description from actual measurement, including Mixed Tenure —	111,604	
3	Leaving a Balance resumable by the Honble Company under this Head of Square Yards —	3,750	3,750

Note – In conformity to the principle laid down in Paragraph the 9th of the foregoing Letter the subjoined calculation will be found to yield for the future Rent of one Square Yard thirty six reas ⅌ Annum. —

The average value of one Square Yard of Ground within the Fort being fifteen Rs and six ⅌ Cent interest thereon amounting to Rupees 0" 3" 6C which may be called the profits Ten ⅌ Cent interest on the latter will be found to yield thirty six Reas ⅌ Square Yard the proposed future Rent annually for the Honble Company's Ground of this Description.

Comparative

D

Comparative Statement shewing the Quantity of Ground Rent Roll and the respective amounts of the same from actual

Amount of Ground as p Collector's Book held under the first denominated Tenure the 1st ——— ———

2 Total Quantity of Ground of this description from actual

3 Leaving Balance in favor of — — — — — — — —

4 Amount of Company's Ground as p Collector's Book held under Tenures

5 Total Quantity of Ground of this Description from actual

6 Leaving a Balance under this Head in favor of — —

7 Total Quantity of Ground agreeably to the Rent Roll held under

8 Total Quantity of Company's Ground of this Description from

9 Leaving under this Head a Balance in favor of the

10 Amount of Ground on which neither Pension, Tax nor no measurement was ever before taken ———

11 Total Quantity of Ground appropriated for Religious or charitable

12 Total remaining in favor of the Company ———

Note. The Quantity of Ground of every Description within the to the Rent Roll including under the Head of Forgendar ever before taken consists of Square yards 267,923 — And the Total Amount of Ground of every description occupied for religious purposes consists of Square yards from These consequently remains a Balance in favor of the Honble Company 13 Rupees the Square yard, were the Company to sue for recovery, be said at less than Rupees Two Lacks ninety three thousand

within the Fort held under the various Tenures equivalent to the measurement —

	Sq. yds	Sq. yds	Total Sq. yds
the Tenures now incorporated & proposed to be			
	69,671		
measurement	75,046		
	3375	5375	
7th & 8th now incorporated & called Tenure 2	90,398		
measurement	96,952		
		6,554	
Tenure 9th now proposed Tenure the 3d	107,854		
Actual measurement	111,604		
Company amounting to square yards		3750	15,679
tent of any description is collected and of which			
	3866		3866
purposes and exempt from Rent	9153	9158	
			19,545
Fort occupied by private Buildings equivalent			
Ground that of which no measurement was			
	267,923		
by private Houses exclusive of that appropriated			
actual measurement	287,468		
of 19545 Square yards calculating which upon an average at		19,545	
the Damages upon the foregoing principle could not			
one hundred and seventy five —			

Comparative

E.

Comparative Statement showing the present & proposed collection within the Town Walls —

No	
1	Amount of Pensions & Fees collected on the whole of the Zegendars Ground within the Fort to
	to be incorporated into Tenure 1st about — — — — — — — —
2	Proposed amount of Collections on the principle laid down and
3	Leaving under this Head a Balance in favor of the reform
4	Amount at present collected on Zegendars ground paying six Ras agreeably to the Rent Roll in the
5	Amount of Ditto paying by the Lump Ditto — — —
6	Total amount at present collected from the Company's Ground paying
	to the Rent Roll in the Collector's Office to which old Tenure 7.
7	Proposed amount from an incorporation of these under Tenure the 2 upon the principle laid down in the
8	Leaving under this Head a Balance in favor of the new measure
9	Total amount at present collected from the Honble Company's Ground
	the Rent Roll (now Tenure 3) to which old Tenure 9th refers —
10	Proposed amount of Collections from ground of this Description
	principle laid down and recommended in the 9th Para of the
	Leaving under this Head a Balance in favor of the new

Total Balance in favor of the Reform of Eleven thousand Rupees

Amount of the Ground Rents under various Denominations

				amount of Collections			Proposed amount of Collections		
	R^s	a^s	p^s	R^s	a^s	p^s	R^s	a^s	p^s
which the first six Tenures refer (non proposed									
— — — — — — — — — — — —	300	"	"	300	"	"			
recommended in 85th para of the foregoing Letter —	1,500	3	68				1,500	3	68
amounting to Rupees — — — — —	1,200	3	68						
Collectors Office, including 7th & 8th mixed Tenures —	1,890	1	49						
Ditto — — — — —	332	2	84						
by the Lump & six Rees ⅌ S. yard agreeably									
& 8th reference — — — — — —	2,223	"	33	2,223	"	33			
10th Para of the foregoing Letter agreeable to actual measurement	4,847	2	40				4,847	2	40
proposed — — — — — — — —	2,624	1	47						
paying 11 Reas ⅌ S. Yard agreeably to									
— — — — — — — — — — — —	2,734	3	49	2,734	3	49			
agreeably to actual measurement on the									
foregoing Letter — — — — — —	10,044	1	44				10,044	1	44
measure proposed — — — — —	7,309	1	95						
Thirty five and three Reas									
				5,257	3	49	16,302	3	32

(Signed) Thos Dickinson
Revenue Surveyor

Minutes
25th Ditto

Ordered that the preceding

Report lie for consideration.—

Extract Bombay Revenue Consultation, dtd. 14th September 1814.

Read the following report from the Chief Secretary on the Fences within the Walls of the Fort.—

Honble Sir,

1. I have the honor to deliver in a report on the Fences within the Walls of the Fort, which I was directed to make on the 8th July 1812.—

2. Various and constantly upon my time & attention have prohibited the completion of this report to this period. I have frequently been obliged

to

to copy it wholly for two reasons and
because it is not strictly speaking
an earlier compilation than with
those instructions which constitute
also the full & perfect Chronology for
those inferior stations, which the
document otherwise exhibits under
such circumstances must be
unavoidably perfect, and will
obtain for it every indulgent
consideration.—

3. The Extracts from
Bruce's annals and the other
authorities above quoted must
be familiar to the Members of
the Board. The principal
object in introducing them into the
report was to prove, from the

records

recorded a body of information
respecting the Lands & Revenue
of this Island which might
prove serviceable to the Co-
ordinate Officers of the
Government, and lead to a
connected and comprehensive
view of the subject from the
earliest period.—

4. I should have wished
to have given the report a
another revision; but the
desire and the anxiety of the
Government to represent the
expressed to enter upon a
decision on certain Distinctive
Revenue exposition has
determined me no longer to

delay

Sir, I have submitted the result of my inquiry in its present state to the Board, considering it, under a conviction that every allowance will be made for the many disadvantages under which the report has been compiled.—

I have the honor to be

Bombay
20th Aug.t
1844

&c.a
(Signed) Francis Warden
Chief Sec.t

Report on the Land Revenues of Bombay.—
reference to Captain Dickenson
the data to which Capt.n Dickenson has restricted his (Bombay) exposition.

in his exposition of the various revenues under which the report has been compiled

Ground rent in the

Hat

Port of Boundary is o
which has refrained from
going back to a remote
period observing that
it will perhaps be o
fully sufficient for
the present purpose
to shew that the o
Honible Company were
in possession, it is
difficult to say of what
portion of the Port so
long back as the year
1720 ...

The necessity of tracing the subject from the remotest period mainta ined. — 2. Upon an investigation of the authorities adopted in its result the rights

and

matrimonial of the
company and individuals,
holding the large and
handsome of the landed
property on the island
of Bombay we cannot
in my opinion, carry
our researches to too
remote a period. The
validity of those rights
must depend not so
much upon the terms
on which it was ceded
to the Crown of England
and subsequently
transferred to the East
India Company, than upon
the authority by which the

the.

the administration has been governed in the assignment of lands as an encouragement to

Freemantle Merchants and others of Bombay.

Apprehension to establish themselves on account of existing doubts.

the causes in Bombay. A comprehensive review of this matter is essential to that full consideration of the subject which its great importance demands, and to the merit of such a review attributes the doubts & uncertainties under which we at present labour in regard to the tenure of land & to

the

persuaded towards the
Undertakers, will endea=
=deavor to supply Captain
Dickenson's missions and
in Navigation & Astrology
will be necessary, I am
persuaded for the prolixity
of this report, embracing
as it does a period of 4
towards of one hundred
and fifty years involving
the permanent interests
of the Company and of so
large a Body of wealth &
shipping of their subjects &c.

1721/2/5/86. 3. The earliest English
Authorities
on which
the report
is founded
are
specified.

The earliest English
Authorities referred to in the Report are
under the years 1620, 1623/4

1727/8 from which period the A
varies with the exceptions of
noted in the margin is o
complete. For information,
however of the use of private
property thereon to Mr Chance
had recourse to Prices of
annals of the East India
Company from their Esta-
blishment by the Charter
of Queen Elizabeth in o
1600 to the Union of the
London and English East
India Company in 1709 & f
as those annals have been
compiled from officials o
Documents the information
they afford may be consider

examination as if
examination may of
the records now in
existence in the Se-
cretary's Office of
Bombay. I have had
recourse also to other
works that have
treated on the state
of this Island at the
period of its session.
I therefore flatter
myself that this or
report will be found
to comprehend data
which may be relied
on to assist the Board
in keeping that decision
action.

to have the nature of
the existing evils
which the community
is at present and with
a certain degree of
agitation expected.

Division of the Report

The Committee upon
wisdom which they propose to have
Civil for the sake of
her specialty divide into
the following heading
Viz. To enquire into
the state of the claims
to lands by the Government
Individuals at the
period of the grant of
the Crown to their ancestors
Indian Compensation &c.

Proceeded

1st Resolved to determine the extent of the authority belonging to and exercised under the following Act of Parliament —

2d To develope the principles on which the Government has been in the practice of leasing or granting to individuals, or companies the property of the Company within the same, thereof, and to ascertain whether the conditions which have been prescribed are or ought to be enforced, towards the Government of Company

time

transmit this minute to
discussion without tending
to weaken the intention of
the Government to allot
lands to individuals. –

3d. To ascertain the extent
of light in which the Grantees have been
accustomed to view their
allotment of lands. –

4th. To review the system
of taxation from the commencement
down to this period
tracing the severe & oppressive
alterations are made, lest
-tions which have been
made without due
of ascertaining the

respectfully

[illegible] Lordship's
[illegible] to canvass the
[illegible] of
[illegible] over-
[illegible] of property.—
5th. [illegible] the
[illegible] of the policy by
which this Island has
been governed.—
6th. Possessed of these
data, to offer observations
on Captain Dickinson's
(Revenue) exposition.—
and lastly, to fix the
rate at which the rent
shall be fixed for the
future.—
First the rate of landed
property from the —

Crown

Possession of the Island up
to 1797 &c.

Extracts 5. This report is confined
& (under)
property principally to a review
from the
(e)sion of of the (under) Tenures
the Island
of 1797 &c within the walls of the
reviewed
Portuguese the Survey
Captain Dickinson has
completed, actions embraces,
but it will be found to
be applicable to the
Island generally, --

No. 1 Copy of the Treaty & Extracts of the Treaty ceding the Island in full sovereignty

6. By the eleventh
Article articles of the treaty of
Marriage between King
Charles the second & the
Infanta Katherine of
Portugal dated the 23
of June 1661: the Crown

Portuguese ceded & granted
to the Crown of England
the Island & Harbour
of Bombay in full
Sovereignty. —

Territories transferred from England to Portuguese possession

Effect of this Grant
of War under the Co
mmand of the Earl
of Marlboro' with five
hundred troops under
Sir Abraham Shipman
appointed to be General
on shore was dispatched
in March 1661/2 with
a viceroy of the King
of Portugal on board
authorized to deliver
the Island &c &c

Island and its dependencies to the King of England

8 The Kings Fleet arrived at Bombay on the 18th of Sept. 1662 and demanded the Cession of the Island and of its dependencies conformably to the Treaty between the King and the Crown of Portugal.

The Portuguese Governor ceded the Cession in consequence of the English Admiral interpreting the terms of the Treaty to embrace Bombay and its dependencies or the Islands of Carania and Salsette which the Portuguese Governor

the Cession to be limited
to the Island of Bombay
and not to include the
dependencies situated between
Bombay and Bassein —
After some fruitless endeavours
to arrange the terms of
the Cession, the Earl of
Marlborough returned to
England and Sir Abraham
Shipman was obliged to
land the troops on the
Island of Arnaduah 12
Leagues from Goa.
3 Without adverting
to the attempts intermediately
made to obtain possession
of Bombay, it is only
necessary

The Earl of
Marlborough
returns to
England and
the force
under Sir
A. Shipman
retire to the
Island of
Anycotwah.

[illegible] necessary to the object of this
[illegible] Report to state that Sir
[illegible] Abraham Smith
[illegible] Ingredewah
and his Great Greater part
[illegible] having died at Ingredewah
[illegible] from want of Provisions
[illegible] and accommodation and
[illegible] from the unhealthiness of
the Climate Mr Cooke the
Secretary to Sir Abraham
Smithman to preserve his
own life and the lives
of the remainder of his
troops was compelled to
accede to a Treaty with
the Viceroy of Java on
Nov.r 1811 on such terms
as he would grant. By
his

1661/5
Separate rend
of the troops
and Sir E.
Sherman die
at Angedwah
and his Secy
Coote compelled
to accede to
a treaty with
the Viceroy
for on his
own terms.

this Convention Mr Coote
renounced on the part of
England all pretensions
to the dependencies and
accepted the Cession of
Bombay only, on the
same terms which its
Governor had proposed
on the arrival of the
Earl of Marlborough
with the additional
Article that the Portuguese
Residents in Bombay
should be exempted
from the payment of
Customs and have liberty
of Trade from Bundera
and the other Ports of
Salsette

10

[illegible] the King of England [illegible]

10 The King on receiving intelligence of the manner in which Mr Cooke had agreed to receive the Island from the Viceroy of Goa disavowed the Convention as contrary to the terms of the Treaty and appointed Sir Gervase Lucas to be Governor of Bombay

1666. 6th

11 When Sir Gervase Lucas arrived at Bombay (5th Nov. 1666) and took charge of the Government he instituted an enquiry into the proceedings and Conduct of Mr Cooke and found that instead of carrying the Revenues to

Cooke's malpractices exposed on the arrival of the Governor Sir Gervase Lucas

The Convention
disavowed by
the King of
England and
a Governor
appointed

1866. 67

Cookes mal-
practices exposed
on the arrival
of the Governor
Sir George Lucas

His Majesty's account, he had
extorted the sum of
12.000 Dollars from the
Inhabitants and converted
it to his own private
use which was proved
by his receipts with other
facts of an improper
nature,—

Feb. 12 The Account which
Sir Guase Lucas subsequently
transmitted not only of
the importance and value
of the Island but of
its extreme tribulation. to
the illegal Power in
the Continent appears
evidence of the improvidently
convention

1885/7

The Police and
Sanitary Laws
of Bombay
and its
enforcement.
Reclamation.

Lines
[illegible]
[illegible]

Convention which Coote had
formed by securing the Island
from the Viceroy of Pau
without the Kings rights being
ascertained, or a Statement
given of the extent of them
as transferred to the to
the Crown of England; in his
letter to Lord Arlington of
the 21st March 1668/9 Sir Jervase
among other things stated
that he was making every
effort to increase the Kings
Revenues but from the
indefinite conditions on which
Coote had received it, it was
impracticable to ascertain
which of the inhabitants
were

The Crown
Lands not
ascertained on
taking possession

were legally possessed of
sufficient titles to their Estates
no Usurpation having been
made relative to the Kings
Sovereignty of the Isle as
some of the best Estates
in the Island refused
to pay Rent and produced
titles which could not
be disputed though
believed to be fictitious
that the Island when
properly cultivated and
the rights ascertained
would be very productive

The Island transferred by the Crown to the East India Co.

3 The Crown of
England considering the
Island of Bombay as
an

— Tithes produced
to the best
Estates on the
Islands — believed
to be petitioner's
but could
not be
disputed

The Island
transferred
by the Crown
to the Infy

an unprofitable and chargeable possession transferred at to the East India Company by Letters Patent dated the 27th March 1668

1668

Held as the Manor of East Greenwich

Rights conveyed and powers vested in the Company by the Charter

14 By this Charter the King granted to the Port and Island of Bombay to the East India Company in perpetuity with all the rights profits and Territories thereof in as full manner as the King himself possessed them by virtue of the Treaty "with the King of Portugal "by which the Island was "ceded to His Majesty to be "held by the Company of the

1607/8

Held as the
Manor of
East Greenwich
Rights conveyed
and powers
vested in
the Company
by the Charter.

"the Kings in fee and common
"Socage as the manor of
East Greenwich on payment
"of the annual Rent of £10
"in Gold on the 30th Sept.
"in each Year" The Company
were neither to sell nor part,
with the Island; they were
empowered to entertain —
Officers and Men as a
Garrison for the Island,
to appoint and displace
Governors and Officers to
make Laws for the better
Government thereof and
to exercise martial law
in it — all persons born
in Bombay were to be
accounted

accounted natural subjects of England and the Company were to enjoy all the privileges and powers granted by this Charter in any place they might purchase or acquire on or near the said Island

Directions from the Court to Sir G. Lucas to deliver over the Island to Sir George Oxinden and the Council of Surat

15 This transfer was communicated to Sir George Lucas by a Letter from the Court of Directors accompanied with an authenticated Copy of the Kings Grant empowering him to deliver the Island to Sir George Oxinden and the Council of Surat the Court at the same time sent a Commission to

Directions from
the Court to
Sir G. Lucas
to deliver over
the Island to
Sir George
Ormsden and
the Council
of Surat.

to Sir George Barlow to
receive charge of the Island
and to vest one of the Council of Java
with the Civil and Military
Administration of it.
an Estimate of the
Revenues amounting to
£ 2.833 pr. Annum was
transmitted to Sir
George Barlow with
directions to engage any
of the Kings troops who
might be disposed to
enter into the Company's
Service and to call in
the Guards of the Factory
at Bantam and a
proportion of the Company's
Seven

Estimate of the Revenue of the Island

Secrecy at Fort St. George.

Encouragement to field out European Soldiers to become settlers on the Island

to fill up the Garrisons at Bombay and at an encouragement these Soldiers were to be allowed half pay on condition of their becoming Settlers on the Island and affording their labour for the cultivation of it and annually new Settlers were to be sent from England.

And to invite natives to resort to and settle on the Island

|| With the object also of improving the cultivation of Bombay (that the produce might be equal to the charges of the Government) Sir George was instructed to invite such of the natives

as might chuse to assist
to and settle on the
Island to encourage them
by taking the most moderate
profits on trade and to
endeavor to open a Commerce
between Bombay, the Persian
Gulph and the Red Sea,
for each of which ones
small Vessel laden with
Company's Goods was to
be despatched and powers
given to the Commanders
to offer to the natives
of the port at which
they might touch, a free
passage to Bombay and
full protection when they
should

should arrive to enable them to carry on their trade.

1st When Sir Gervase Lucas arrived the Government he appointed Captain Henry Gary to be Deputy Governor and this Officer seems to have proceeded on the same plan as his predecessor in ascertaining the Royal Rights in the Island and improving its Revenue and Trade. In the preceding Season Sir Gervase had dismissed Mr Cooke for having appropriated part of the Revenues to his own use and endeavored to defraud the Heir of Sir Arthur

16/7/6 Ordered for Cooke to claim the Government he claims as Bandoral on Silette and assisted by the Jesuits to establish himself Proclaimed a Rebel and Traitor

[illegible] Mr Cooke had
[illegible] and placed
[illegible]
[illegible] the protection
[illegible] the Senate, on hearing of
the death of Mr Jones
Jones which occurred on the
21 May 1867 Mr Cooke claimed
his right to succeed to the
Government, this Mr Gray
and his Council rejected which
brought Mr Cooke to Bundera,
on the Island of Tilsette,
where he endeavored to
assemble a force assisted
by the friends to establish
himself in Bombay, Cooke
was proclaimed a rebel
and a traitor and where
any

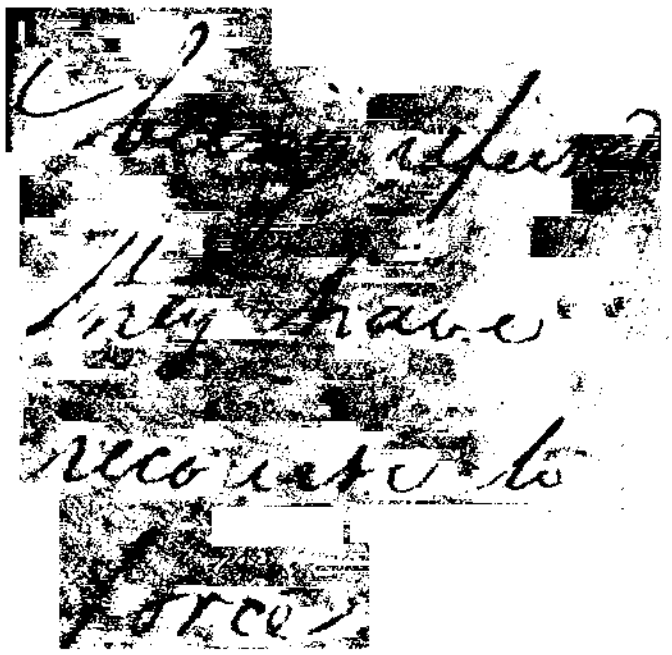
any countenance or protection from Sir George Brenden.

If these recent transactions however could be of inferior consequence if the source of them could not be traced to an event which took place during the administration of Sir Gervase Lucas at the time when Mr Cooke acceded to the terms upon which the Vice Roy of Goa agreed to cede the Island, either he had not examined the rights to the Lands held by the Crown of Portugal by the Inhabitants or he had considered that the assertions

The Jesuits College at Bandora claim an extensive extent of land on Salsette

[illegible] of these rights would
become [illegible] of
enclosure & [illegible]
[illegible] the South Carolina
[illegible] shewed a <u>[illegible]</u>
<u>extent of land was of</u>
<u>rights on the Island which</u>
the Indians expected hereafter
on which they had recourse
to force, this the Governor
conceived to be an act
of treason against his
Majesty's Government and
declared <u>the lands</u> and <u>rights</u>
to be <u>forfeited</u> to the King,
a decision which explains the
reception and encouragement
given to Mr Cooke by the
Jesuits

[illegible] lands
[illegible]
[illegible] declared to
forfeited



their Lands
and Claims
declared to
be forfeited

Jesuits of Bundera - Mr Gary
the Deputy Governor thereupon
proclaimed the Isle a Mador
and Sir George Brisden refused
to receive or encourage him
at the Factory & treat the
whole of these parties referred
the matters in dispute by
Letters to the King to the
Lord Chancellor and to the
Secretary of State, and Mr
Gary determined to maintain his
right to the administration &
the same till the Kings Pleasure
should be known

19 In making the
Communications to the King
and to the Secretary of State
Mr

Mr Jary transmitted a Statement of the Revenue of the Island as improved by Sir Jonathan Lucas and himself – this statement is the more interesting as it ascertains the value of the Grant of Bombay to the East India Company and is as follows

Rupees			Rupees		
6638.	2.	03.	Rent of Mazagon	9,300.	" -40
3321.	1	69	— Mahim	4,197.	2. 45
1645.	3	54	— Parell	2,377.	1. 56
" 1203	1.	20	— Vadala	1,738.	" 40
" 547.	"	10	— Sion	790	66
" 395.	1.	48	— Verdy	571.	34
" 4392	1.	80	— Bombaim	6,344.	2. 61
" 1611	2.	16	— Rent of the Tobacco Stank in Frame	9,555.	"

Rupees 1661

Estimate of
the Revenues
of the Island

Rupees 1,661 [illegible]

1226 2 11 The amount
[illegible] " [illegible] "

1224 2 16 The amount
[illegible] " [illegible] "

50,140 " 85. Teakhis " 3,870 . 1 18

501. 3. 53 more may be advanced " 1129 . 12

Rupees 51 542 " 41 Total Teakhis " 5,000 . . "

which at Fifteen Teakhis for 22½ Shillings amounts to 6,490 1 9

1868/69 Regulation established by the Court

20 The Court in this Session having made the requisite appointments for the administration of Bombay passed the following general regulations with the view of rendering the Islands

Island an English Colony
the Fort or Castle was
to be enlarged and
strengthened a Town was
to be built on a regular
plan and to be so
situated as to render the
protection of the Fort
[illegible] Inhabitants Chiefly English
[illegible] encouraged
[illegible] settle in it were to be encouraged to
settle in it and to be
exempted for five years
from the payment of
Customs, the Revenues (amounting
according to Mr Gays
Estimate. £1440 pr annum)
were to be improved without
imposing any discouraging
taxes

[illegible]
[illegible]
[illegible]
[illegible]

If Protestant Religion to be favored but no unnecessary restraints imposed on those professing a different faith

Taxes, the Protestant Religion was to be favored but no unnecessary restraints imposed upon the Inhabitants, who might profess a different faith, manufactures of all sorts of Cotton and Silks were to be encouraged and looms provided for the settlers, a harbour

Docks to be constructed

with Docks was to be constructed, a proportion of Soldiers with their wives and families were annually to be sent from England and an Armed Vessel of about one hundred and eighty Tons was to be stationed at Bombay for the protection of the Island

Island and its Trade

21 The Orders of the

Court of Directors on the

subject of the Claims of

the Portuguese to lands on

the Island were to ascertain

whether the lands belonged

to the Crown of Portugal

or to individuals in 1661

the date of the Seizure

and that all acquisitions

posterior to that date must

be held to have proceeded

from an imperfect right

but as it would be

imprudent to delay strengthening

the Fort or building the Town

the Government was authorized

to

1.1.69. 40.

I.ll. Francis

I should

acquired for their

to that field

I have proceeded

from an

unfortunate

failure.

to purchase the lands in the immediate vicinity of the Fort provided the expence did not exceed £1.500 the inhabitants were to be allowed a moderate toleration but the Claims of the Jesuits the admissible by the Portuguese usages were not to be held valid in an English settlement

No delay however to ensue in exclusive lands in the immediate vicinity of the Fort, provided the expence is reduced to £1.500.

Grinder dies and is succeeded by Sir Gerald Aungier

22 Sir George Oxinden the Governor died on the 14 of July, 1669 and was succeeded by Sir Gerald Aungier

1669 Treasury established by the Governor

23 President Aungier on his arrival published the Company's Regulations for the Civil and Military Administration of the Island and formed two Courts of Judicature, the inferior

Court

to delay
hostilities to
enable his
Lordship to
land in the
immediate
vicinity of
the Fort, provided
the Chiefs
do not exceed
L.1300.)

Commander dies
and is succeeded
by Sir Ronald
Ferguson

1869. 70
Measures
adopted
by Hennen
his annals

forms at
end of
(Inscription)

Courts consisting of a Magistrate civil officer assisted by native officers who were to take Cognizance of all disputes under the amount of Two hundred Dollars and the Superior Court composed of Deputy Governor and Council to whom an appeal were competent from the inferior Courts to take Cognizance of all Civil and Criminal Cases whatever, their decisions to be final and without appeal except in Cases of the rights

greater majesty, this Court
wise to much wonted rate
a state the exemption
from Taxes for five Years
recommended by the Court
to encourage the Merchants
and Manufacturers Governor
Hungies without accepting
from the principal, modified
by continuing the All -
Customs on the produce of
the Island on Cocoanuts
and Coir used as
Cordage and on Stores
Arrack and Gruem and
Tobacco but be exempted
Bullion and the Goods
therein

Other Duty to Customs

a Port Duty
Non fixed
[illegible]

specified in the Canals,
Duties from the Customs
and to cover the loss
of Revenues imposed
a fort Duty of one
per Cent. The result of
this Survey was that
the amount of the
Revenues from the lands
had been over-rated
by the large proportion
of them claimed and
retained by the Jesuits
but the amount of
the lesser Inland Customs
had been certainly rated
because when put up to

sale

Lines
of
Instruction
of Church
Church
in the
Church

1669/70

Claims to Rights to Lands near the Town numerous.

Cod, they had produced £ 200 more in this, than in the preceding years with regard to the projected Town, the expences incurred in erecting the Fort had rendered it a subject for future consideration, and as the Claims for rights to lands near the Town, had been numerous, he had removed the fishermen to some distance, and intended to build houses on the ground where their huts stood but it would require time to adjust the foundations of the Rights to Lands before inquiry for the Settlers, and

Merchants

Mr. Lowe's could be erected.

16.7.71

2. The fortifications of Bombay were at this period on a limited scale, the bastions and curtains of the Fort towards the land had been raised to within a Nine feet of their intended height, but towards the sea Batteries only were erected, as bastions would be the work of the subsequent year. The services of a Mr Herman Blake as an Engineer were accepted and he was appointed Engineer and Surveyor General

in

[illegible]

in Bombay, his Survey's were also directed to ascertaining the rights to property as well as to the works. This Survey is not forthcoming.

1873/74
A Statistical Account of the Island.

25 The separate information from Bombay during the season 1873/74 consisting of what would in modern times be termed a statistical Account of the Island, specifying the division of it into the districts of Bombay and Mahim with an Account of its Inhabitants, European and Native, the extent and magnitude of the fortifications upon

which

which we have made from
of Commerce had already
been mentioned. We thought
of the question arising
of the Employment of the
Lascars from each of which
the greater proportion were
subjects and one hundred-
more of this force employed
on the Marine, and the
three Companies of Sappers.
The Report proceeded to
consider the effect of
Place of the factory-building
of Bombay and
of Trade, equal to which
without infringing with the
Merchants or Rules altered

Presidency

Number of Lascars employed in the Marine

Bombay, it would then as a Stranger, that Commerce of Trade might be opened between Bombay and the Ports of Persia and Arabia, and between this Island and the Ports of Bengal and those in the Decan but this speculation affords only the result, that however comprehensive the views of President of Bengal might be taking the whole of the preceding details into consideration, the prospect of an enlarged commerce from Bombay was

Ports

possessions of not much effect

26. President Sangiovi's attention was next directed to improving the revenues of the Island by the establishment of a Print, by farming the Customs, and by taking measures for the introduction of excise duties to which the Inhabitants had been accustomed under the Portuguese Government.

Customs not yet established.

27. As the exemption from the payment of Customs for four years, or the time which had elapsed since the Island was granted by the King to the Company

expired

1774/75
The Establishment
of a mint farming
the customs & the
introduction of
excise duties
contemplated.

the business
be revised and new
Regulations framed.

joyned at the end
this Season, Mr Aungier
and his Council framed
Regulations, with the
following object, viz.t the
carrying the amount of
the Revenue to the Companys
Accounts, and applying one
per Cent to defray the
Charges of the fortifications,
under this Regulation, —
all goods, whether imported
or exported, were to be
entered at the Custom
House at Bombay or
Mahim, and the following
rates were fixed for the
principal Imports and

Exports

Shorts, all goods imported,
including Corn Grain, and
Timber, to pay two and
half per Cent, and one
per Cent towards the
fortifications, with the
exception of Indian Tobacco
and Indian Snow, which
were to pay eight per-
Cent Custom, and one per
Cent towards the fortifications
all goods exported, to pay
three and a half per-
Cent, with the exception
of the produce of the
Island, Cocoanuts, Salt,
Fish &c. which were to
pay eight per Cent Custom,

and

and are free Crown lands

the fortifications, Gold,

Silver, Jewels, Pearls, Bezoar Stones

Musk, Amber, and Coins of

Copper & Tin to be free of

all Customs, either on

Import or Export.

The Contract entered into between Governor Angier and the Inhabitants regarding their Estates

28. Mr Bruce has

omitted to mention a very

important proceeding that

occurred during Mr. Angier's

Government, the Contract entered

into between Mr. Angier

and the Inhabitants

regarding their Estates. It

must be evident from

the preceding detail that

after the Island had

been

were surrendered to the English,
many discontents and
disputes must have arisen
as to what property belonged
of right to the Crown and
what to the people, besides
which the lands and Estates
of several persons had been
seized by the English, when these
circumstances became known in
England, Orders were sent
to His Majesty, and the
Court of Directors, that
restoration should be made
to all who could, on examination
of their titles establish their
right to what they claimed.

29. As in the examination
which took place considerable
doubts

double arrow affording the
facility of other towns, the
Inhabitants desired that
their tithes should be definitely
fixed by a Regulation rather
than weakened by the Scrutiny,
and were willing to make
a pecuniary compromise
for the permanent Security
of their property.

An Assembly of the Inhabitants convoked.

30. An Assembly of
all the Inhabitants interested
in the question was —
therefore summoned on the
1st of November 1675 and
the Governor with the Members
of Council, and others,
together with those of the

The Agreement signed

Portuguese

Portuguese Inhabitants who had been chosen representatives of the Inhabitants consented to the terms specified in the Agreement Copied in No 3.

31. It was stipulated that this Agreement should be perpetual and irrevocable, and for the satisfaction of the Inhabitants, Government promised to prevail on the Company to confirm it by a patent under their hands and Seals.

32. It does not however appear that it was ever either ratified or annulled by the Court of Directors, but

but the frequent references made to it, and the continued fulfilment of its stipulations prove that the Agreement was always considered valid, and conferred every force that it could have received from their confirmation.

33. At this early period therefore, were the Inhabitants secured in their professions and all who now hold property subject to the payment of what is called Pensions professes it by a tenure of which the government cannot deprive

Possession secured on stipulated for building Class Rooms or Fortifications when reasonable satisfaction shall be made to the Inhabitants

Possession secured & not required
for building Cities, Towns
or Fortifications when
reasonable satisfaction
is to be made to the Proprietor

service then unless the land is required for building "Cities, Towns or Fortifications" when reasonable satisfaction is to be made to the Proprietors.

1675, 4. [illegible]

34 The unsettled state of the Government Land, for almost three years, obliged Resident Langier to reside at Bombay and to leave the management of the Company's Interests at Surat to the Council; on his return to Surat, in September 1675. The instructions, which he framed, and left with the Deputy Governor and his Council, afford a distinct

view

view of the situation of affairs at Bombay

After the President had suppressed a Mutiny that had broken out and introduced regularity into the Administration he placed before the Court an Account of the Inhabitants of the Island, consisting of the English Garrison and settlers, the Portuguese who had remained after the Cession, and a mixed assemblage of Hindoos — Mahomedans and Persees

The expediency of forming the mixed Classes of the Inhabitants into something like the English Incorporations

Inhabitants hence took a view of the great object of the Company to render Bombay an Emporium of Trade

Tender and recommended that the Regulations which had been established for the Garrison and for the English soldiers, should be the general rule of the Government, but as it would be difficult to reduce the mixed Classes of the other Inhabitants under these Regulations, it would be proper to form them into something like the English Incorporations and to direct them to select

Advantage of Peace.

five persons, who were to have their representatives, to hear and prefer their different claims for the consideration

of

of the Governor and Council,
there seems to be no reasonable
fear of tumults, or disorderly
conduct of the Classes -
of Inhabitants whom they
represented; by this expedient,
President Aungier hinted, that
a general confidence would
be created in the Company's
Government. With the object
of encouraging the Trade of
the Island, he recommended
that forbearance and
moderation should be observed,
in levying the duties of
Customs, Rents, Licences &c.
but calculated that the
Revenue would amount to

10,000

[illegible] Revenue:

35. [illegible] year the duties were farmed out to the most profitable individual under cover based on provisions established on the same principle as practised by the Dutch at Batavia, by which the amount of the Revenues had been increased, and this System was to be followed up, as far as the circumstances of the Island would permit of the military arrangements in contemplation it is only necessary to notice the project to establish a Militia, for the better

[illegible] and [illegible] by one hundred the principal [illegible] in the Island

defence

a Militia raised and
maintained by one
hundred of the principal
Land Owners on the
Island.

sequence of the Island. In the course of the season the expedient was tried, and six hundred men embodied, the charges of which were defrayed by about one hundred of the principal land Owners on the Island.

1677.74
Diamond Merchants encouraged to settle in Bombay.

56. The only material occurrence in the subsequent year consisted in the appointment of a Judge for the Island; the embodying of a troop of Horse and the encouragement directed to be given to the Diamond Merchants to settle at Bombay, and subsection to the Weavers, and such of the

the Soldiers whose conduct has been regular and whose term of seven years had expired were to be promoted to small Civil trusts.

Gov. Sanzier dies on the 30th of June 1777, when the Government devolved on Mr Henry Coinden.

Is it, not on the state of the Island?

38. The Report of Mr Ogenden on the internal circumstances of the Island, stated, that the Revenues from Customs amounted to 30,000 Rix dollars pr annum; that though the Inhabitants were numerous, consisting of Jews, Mahometans and indeed the outcasts of all sects, who

had

His Report on the
State of the Island

16/7/72
Death of Mr Aunejie
succeeded Mr Henry
Axinter...

best mental protection; they were
of the lower classes to whom
every indulgence had been
shewn, in the hope of inducing
the more wealthy native
Merchants and Manufacturers
to place themselves under
the English Government, but
the prospect of the Island
ultimately becoming a Seat of
Trade, was remote from
the opposite Coasts being
exposed to the Armies of
Savages, and from the
Mogul Armies being employed
in the Paten wars and
those in the Decan; and
unable to stop his progress,
that

Indulgences shewn to the lower Classes

Prospect of this becoming a Seat of Trade remote.

Indulgences shewn by the

but the Portuguese at Bromach & Cananjah continued to obstruct the entrance of provisions, and created every obstacle to the Trade of the Island. The political and Commercial importance of Bombay therefore was distant, and the difficulties of bringing it beyond its present narrow influence daily encreasing, for the progress of Sevajee in Countries immediately connected with it and his alliances — with Vidiapore and Golconda, had enabled him almost to Command the Decan towards the Carnatic, and all the Countries between Bombay and Surat.

39 With the view of providing a sum equal to the Civil and Military Charges of the Government, the Court required in the year 1679/80 that all Houses should be valued and a proportionate Tax imposed on each, the uncultivated land surveyed and let out on rent, and the Marshy ground drained, and rendered fit for agriculture.

1683 The Company authorized to exercise Admiralty Jurisdiction by the Kings Letters Patent.

40. The King by Letters Patent, dated 9th August 1683 - Authorized the Company to exercise Admiralty Jurisdiction in the Countries within their limits: the object of this

1679/80

Houses ordered to be valued and a Tax imposed on each uncultivated Land surveyed & let out to Rent Marshy ground to be drained and rendered fit for Agriculture.

1683/4

The Company authorized to exercise Admiralty Jurisdiction by the King's Letters Patent

the power was to enable them to seize and condemn the Ships of the Interlopers, for this purpose the President was appointed Judge Advocate, pro tempore to take cognizance of all Naval cases, these powers were given to the President and Council of Surat to resist encroachments on the Company's privileges, at the time when the Ships and Cargoes of the Interlopers had been detained in England, and prosecutions instituted against the Owners and Commanders.

11. This authority to

the

the President and Council of Fort Ann and however temporary, yet that they might be enabled to seize the goods of the Interlopers and to allow the parties to recover, by suits in Chancery in England for, by a Commission from the Kings, dated 6th February 1683, 84, and from the Court dated 7th of April 1684 – Dr Nohn was appointed Judge of the Court of Admiralty to be erected in the East Indies, and to have Cognizance of all Admiralty cases within

the

the Company's limits. The Court was to be held at Bombay, as being a Possession required by the Crown, and by it vested in the Company, in fee property it was to consist of the Judge, and two Merchants Company's Servants the Judge was to have a Salary of £200 Pr Annum, and Allowances at the Company's Table; he was to take Cognizance of and to try, examine, and decide on all Cases regarding the Interlopers or private Merchants, who might attempt, Contrary to the Kings orders, and in violation of the Company's exclusive privileges, to trade, or establish Factories in

the

the countries with in their limits. All the proceedings are to be in English and not in Latin, and a table of fees was to be framed, to prevent arbitrary Charges on the King's subjects, or the Natives of India.

In this declares the Co's of English settlement in India

42 The capture of Bantam by the Dutch led to the declaration of the Court, that in future, they would consider Bombay as an independant English settlement, and the seat of the power and trade of the English Nation in the East-Indies; a resolution which was incompatible with the retrenchments Civil and Military

Indeed

Ordered in the two last Seasons.

43. The revolution at Bantam had induced His Majesty and the Court to send out a Naval and Military force the object of which was to oblige the Native Powers to conform to subsisting Treaties, and to assist the restoration of the King of Bantam, who had been dethroned by his Son, instigated by the Dutch; when this service should be effected, the Soldiers embarked for that purpose, were to proceed to Bombay, and to form the third Company on the Military establishment of that Island. Forty Recruits also were sent to complete the two established Companies, and the fortifications were Ordered to be strengthened, and to add to the effective force of the garrison, two Companies of Rajpoots of one hundred men each, were to be embodied and the Men selected from the Countries not subject to the Mogul

The military force increased.

Mogul to Sambajee or to the Portuguese to be commanded by Officers of their own Cast, to use their own Arms and to have a weekly Pay, half in Rice and half in Money, and when on duty to be clothed with the regular English troops —

[illegible]
[illegible]
[illegible]
[illegible]
in the Harbour
[illegible] by the
[illegible]

44. To defray the Charges of this enlarged Establishment, taking the Dutch at Batavia as an Example and proceeding on the practice at St. Helena (a duty of half a Dollar was ordered to be levied on all Ships Anchoring in the Harbour (the Company's Ships not excepted), a duty on all fishing Boats of one Rupee each ℔ Annum, whether the Men of the Island or those of the Portuguese at Tannah, to contribute

and one Rupee
℔ annum
[illegible]
[illegible]
[illegible]

them

A Party consisting
of one, a Pilot
on all Shipes
anchoring
in the Harbour
to defray the
Charges —

And one Napier
& Warrant
on each
Proprietor
on the Island —

these exactions, and our Duties

to remain on each Sugar-Kettle

on the Island. An exception however

was made of the Stills and Boxes,

of the Salaries of the Magistrates and

of Sundries to Several Activities

with Fees, Interest —

45. With these sources of

Revenue, the Deputy Governor

and Council were to undertake

to liquidate the Debts incurred

on the Dead Stock, estimated

at so large a sum as Ten Lakhs

that the Revenues and Debts

might balance each other —

Copy 46. The views of the Board

to the Resident Council of

Madras for the internal

Administration of the Island,

were

were equally secure as the Engineers had been vested with authority to receive summarily jurisdictions and martial law. The Council resolved to bring to Justice any of their Commanders who might be guilty of disobedience or refuse to act against the French, whether English Portuguese or Dutch or Portuguese Creoles, and the President was ordered to represent this weakness in the Troops, either Officers or Utility, that the power of the Island might be integrate to its defence against any Enemy.

14. To defray the Charges of the Armed and Military force,

Rec

the Nations in the Indies were
interested to hinder it, and,
that the President and Council were
in duty to observe such
Orders as they might receive
from the Dutch Commissaries
appointed for the Purpose of
determining the Orders of the
Court left Strangers to their
domestic or foreign Business
in all Treaties with the Country
Powers, it was the a preliminary
that they should deliver up all
English Subjects in the Countries
without reserve (exclusive the
Dutch East India Company's Servants
or not) to the respective
Presidents or Factories, which
might demand them —

His lordship
recommended the
face to the land
to defray the
charges of a
[illegible] journey!

Wed. 18. With the Good Purpose of rendering Bombay an efficient Agency and Seat of Trade, and to enable it to protect the Agency kept to keep up the Commercial Relations between Surat and Bombay — it was ordered That

A Dry Dock to be built and duty of one Dollar & the land measured a duty of nine Dollars for Ships exported out —

a Dry Dock should be built

leased on every Ship that might be launched, careened at it; That

A Wharf and Pier

a Wharf and Pier should be erected for loading and unloading Vessels and rates established to be levied on landing or shipping Goods, That it vested the

A duty from one Rupee upon Ships & Boats and six Rupees upon Vessels may be [illegible]

Commissioners to arrange the Charges

a proportionate duty should be imposed of four rupees upon [illegible]

A Duty shall be to
be levied under the
duty of one Dollar
on the land measure
shall be repealed with

A Wharfage and
Pier erected

A Duty from one to
Shilling to two Shillings
and six pence imposed
on every Vessel in the
Bombay

to two Shillings and six pence

a week house in Bombay; that

the English Inhabitants

employed in the Company's Service

should be liable to a duty of

Postage Bondage; that a Post Office

should be established and

reasonable rates for Letters

imposed either in the Island

or Persia and received in the

Company's Commercial

Stations. That an Insurance

Office should be constituted on

the same Principle, at Fort

St. George, that the

Fortifications should be increased

and the Garrison strengthened

by recalling all Europeans who

might be in the Service of the

Crown

to two Sect

on every

ights & Substantial Act, the E
C
ed in the
Company's Service
liable to a mulct not the
ceding.

Should be

A Post Office Committee
to be Established —

Prince Consort, and always to
have our recommend to repair
in the Bombay shipping service,
because from having constitutions
habituated to the climate, they
would be of more use than
Persons brought from Europe,
who deserved than being worth
two fresh ones."

1688/89 - The Siddee fleet invades Bombay and the Rajapore, Gogo, Mahim, Mazagaon and Sion, and the Governor and Governor's house in the Fort are burned.

49. At the commencement of this year, the Siddee fleet and a strong force landed Bombay and got possession of Mahim, Mazagaon and Sion and the Governor and his Governor in fact were besieged in the Town and Castle, and unable to take any measures for carrying into execution the Orders of the Court for the Improvement of the Island, and it was not till the 11th May 1690 that Orders were sent from the Governor

[illegible] to the Sudder to consult
(Bombay) on his Arr. 27th June that
he quitted the Island and the
Indian Seas, Resident of Mazagaon
[illegible] Natives and Sea —

30. During their Public
Transactions it was indispensible the
Twenty Measures recommended by the
Board for improving the Revenues
of the Island could be carried into
effect. The Natives it was found
would not understand the Carrying
of the Measures or mapping of
the Island as it had been surveyed
they would, and during the
Period of Actual or Threatened
Invasion the Revenues from
Lands or Stones could not be
collected or the Projects of
establishing a Post Office or
Insurance Office attempted, hence

it was impossible to give a Revenue equal to the Company's Demands which has accordingly been adopted, an imitation of the Inhabitants collecting Stores that had been practicable in other Establishments could not apply to Bombay, or not only held for the Company for a short time, and during Hostilities extend to the Foundation of the Revenue and Establishments, and to objections by the Portuguese consequent the Stations from which Supplies could be brought to the Island, or liable by hypothetical Claims of Dominion by the contending Powers in the Negotiations Continents of Peace —

1688/89 — 31. After explaining the general circumstances of Bombay, the Deputy Governor and Council

The Records have given the S. of General Circumstances of Bombay

Relinquish

would that the Jesuits in the
and I have been robbed during
the Invasion of the State, an
Immense Sum were and therefore
that they had usurped in all the
Lands owned or occupied by them
but had defeated my Final
Decision on this subject till the
Arrival of the Resident General
Lord who would judge of the
Claims of these People and direct
their Lands to such of them
as could conciliate themselves
or continue the assent of the
Company to such Chieftains as
had been the Instruments of the
Guilty. This measure however
effectual it was found was to
induce the People to make
themselves, but it was left in

as good a title of defence as was practicable. —

The original petition of the Inhabitants granted to the Crown

32. & the Natives were specially to the maintenance of their Chiefs and military Servants, and to the preservation of the Trade, the Court directed that they should be informed by every practicable means and explained that the measures of confiscating the Lands of their Chiefs had deserted them during the Invasion of the Islands had already been justified by the precedent of Ignacio de Lanuza which had been decided by Charles II and the Privy Council twenty years before the case accrued but admitted that the Lands might be restored to such of the Claimants as might be found innocent —

but the Lands ought to be restored to those who might be found innocent

53. This resolution appears to have originated in the conduct of the Portuguese Inhabitants of Bombay, who during the Dutch War and Siege with the Mogul declined to aid in the defence of the Island and claimed exemption from Military Service — in this important Claim they were supported by the Portuguese Envoy in London who subsequently presented a Memorial on their behalf, in favour to the Step founded on Equity under the former Portuguese Dominion at Bombay. In answer to this Memorial the Governor and Committee of the London East India Company stated, that the Inhabitants of the Island of Bombay while they were subject to the Crown of Portugal,

had

Defendant
affirmative Claim — They
by the Court
of the United States
and the Vessel of the Portuguese
Government
made by, Defendants
European
Education
Particulars for
Given under
the Seal of
United States
in held — Affirm

Concurrence

to this

Bud Le

paid on Fourths part of the Profits of their Lands in Fee Simple, which Tenure transpired soon after the Island came into the possession of the Company, amounted for a Settlement of hereditary Revenues & Exemptions, receiving to the Company as representing the King, the right to the Military Services under which the Lands are held of the Crown of Portugal; that during the late War with the Mogul not only the payment of their Feudal Rent had been refused, but the right to the Military services denied, and many Hostilities the Portuguese Inhabitants had by refusing Military service forfeited the rights to their Lands. Though it was admitted that Peace to the Crown

Refusal of Hostilities

on the island to England
become subjects of the King
from by their tenures they

were bound to afford military
service, either personally or by
substitute, more particularly
in cases of invasion, and that
the Lands held by Ecclesiastics
were equally bound to furnish
military service, either by the
Incumbent or by their substitutes —

If therefore it was considered
that the Island prior being
granted to the Company, had
required for its defence, by
fortifications and the Garrison
so large a sum as £100,000
particularly during the War
between the Mogul and the
Dutch. This claim of exemption
from such service was unreasonable;

and

more particularly when the Creation of the Native Inhabitants of Canada and of all the other Dissidents, British Subjects, and Foreign Colonies in India could be adduced as evidence, that such a Union was admitted and General.

Gentlemen Aliens and Foreigners of Lands for their maintenance, the Company were in their Service, and appointing them Portions of Lands for their Maintenance, they were also to be allowed half pay, but in this Case, the Company were to receive half the Produce of their Lands a regulation the more expedient from the difficulty of finding a sufficient number of Recruits in England to strengthen the Garrison —

of the Pi

and of c

The Hon.ble general and every Colony in the

French,

Indian c

that re

and Sp

Gentlemen Soldiers 5/1.
agreed Proclaim
of Lands for their
Management, the
Commanders
had the Freed. in the

Plein

35 Sir John Cayon appointed Governor of Bombay on his return to the Madras Civil found the Company's Government and Trades in a miserable condition, for the Revenues had been reduced from 62,500 to 17,000 Rupees, and the principal source of it in the Government Trade from being totally neglected had yielded a small Sum only — the Orders of the Court respecting the Jagheers Estates had been obeyed, and the Lands restored to the Jagheerdars, who had not actually appointed the Siddee in his Tuccaree, on Condition of paying one-fourth part of the produce for the first year as a fine — Sir John Cowan determined to make

Bombay

1694 Oct 5th.

[illegible]

[illegible] Grace

[illegible]

1694/5 on the

George

in a

Newe

Mufeen 62, 5

a secondary Se

[illegible] the Court
[illegible]
[illegible]
[illegible] the Estates had
[illegible]

the Lands

the Lands re

the Soldiers

Governor
Gayer
determined
to make Condition of
Berkeley the
Center of the
English part of the
Traders in the

Bombay the centre of the English Trade in the West of India —

Conclusions drawn from the Information derived from Native Accounts

56 No further Information is accessible from Native Accounts regarding the Revenues or the nature of the landed Tenures of Bombay. These details are however sufficient to lead to these important Conclusions —

57. That the King's Rights having been omitted to be defined, from the indefinite conditions on which the Island was taken possession of, it was impracticable to ascertain which of the Inhabitants were legally possessed of sufficient Titles to their Estates, no stipulations having been made relative to the King's Sovereignty of the Soil, that some of the best Estates required to pay Rent and, Produce titles which could not be disputed, Attempts

Coloured

[illegible]

56.

[illegible]
[illegible] from
the [illegible]
[illegible] from
[illegible]

[illegible]

the [illegible]

[illegible]

believed to be fictitious that the
Crown holds in Bandara claims
a considerable extent of Land, and
of Rights in the Island that the
Claims to Lands near the
Town had been numerous, but
that it would require time to
adjust the foundation of these
rights before houses for the
settlers and merchants could be
erected. That the Gentlemen that
were removed from the Town
and Houses built on their Sale
for the Settlers, that accordingly
made disputes having reason as
to what property belonged of
right to the Crown, and what
to the, heirs, Governor & Trustees
entered into the Convention of 1674,
which appears to have allayed
those

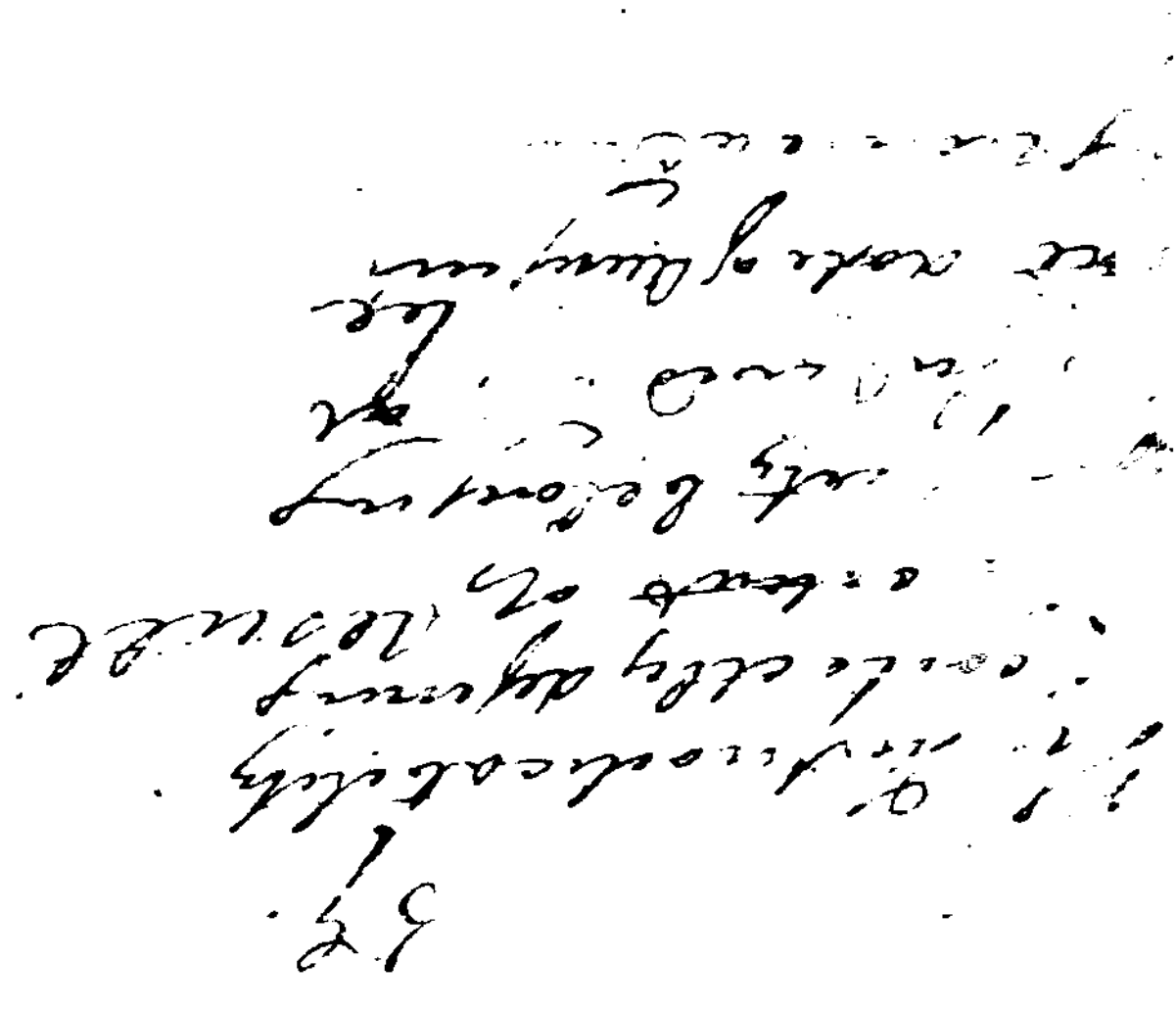
These assertions, by recognizing the whole of the Lands in a state of Cultivation to be Private Property, reserving Revenue to the Company, the rights to the Military Servants under which the Lands were held of the Crown of Portugal.

58. It does not appear that from the date of Strachey's Convention to the year 1704/8, the Lands were allotted to the new Settlers under any specific Leases, within that period of thirty three years the population must have increased and Persons Lands been proportionally assigned for their Accommodation, but we are ignorant of their extent and the terms on which they were leased out, or whether they paid any Rent, but I am inclined

mentioned to Lands sold, and that
must left the new Lands Sold
from Lands in fields at the
time of the Sale, under an
implied covenant to defend
Mutiny Lands which respondent
and that, in Fact, great a Money
that was substituted, as will
be hereafter more particularly
noticed —

57. Although no satisfactory
[illegible] result can at this distant Period
[illegible]
[illegible] be drawn from an attempt to
ascertain the precise extent of the
Lands belonging to Individuals
and to the Sovereign respectively
at the date of Arnsperg's agreement
Yet it seemed expedient to
enter upon the enquiry. The
Statistical survey of the Island
ordered in the 25 Paragraph would

at-



at once have solved the difficulty, but as it is not within our reach, we must have recourse to the other evidence, and though it is utterly impossible to agree, we shall yet be able to form a pretty accurate conception of the extent of the property belonging to the public at that period.

60 To judge from the small amount of the Compensation including the Crown Rent, one would conclude that a very small part of the Island was in a state of cultivation at the date of Aresaspia's Convention, when it was admitted that the Estates were comparatively undervalued, of which proposition not a doubt. This conclusion derives support from the smallness of the population at the period of the Census which did not exceed ten thousand souls, and it

Quere, in what sense and to what extent the Island was in a state of cultivation

further confirmed by the small amount of the revenue derivable from Tobacco and flourishing legacy, Invitations however, no doubt, that the state of that Population needed others, were they could be best protected, namely the Castle of Pondicherry the fort of Mahe and Yanaon —

61. I annex to this report an Extract from the Travels of Doctor Fryer known in 1672 and published in 1681, which affords a very accurate description of the Island at that period. Fryer also states that in making over the Island to us, it was stipulated, that the Dependencies should belong to the Crown but every

Inducements

particular. Hurn's estates to the
right Honor; that on Cooke's landing in Bombay
in 1664, "he found a pretty well
"seated, but ill fortified Town,
"four brass Guns, being the
"whole defence of the Island,
"unless a few Chambers housed
"in small Towers, convenient
"places to scour the Malabars
"who were accustomed to seize
"Cattle, and depopulate whole
"Villages by their outrages. About
"the Town was a delicate Garden
"exceeds to be the pleasantest
"in India, intended rather for
"ornament, Lord Willoughby than
"to make resistance against
"an invading foe, such was

See Orig.

See Orig.

Bombay

Fornby Castle in the time
of the Portuguese, "the walls
which were before covered
with nature's verdant
awnings, and lightly hoisted
by soft delights," were on
Vigo's arrival, open to the
Sun, and loaded with
the hardy Cannon. "Towers
"dedicated to war," were
turned into bold Ramparts
&c &c within the fort
were mounted 120 pieces
of Ordnance, and in
other convenient places stands
20 more, besides 60 field
* pieces ready in their carriages
to attend the Militia and
Marines

Boundaries &c. &c. at a distance
enough from the fort to the
Moors, in which confusedly
live the English Portuguese
Sofrases, Gentoo Moors, Coolies,
Christians, most Fishermen.
It is a full mile in length,
the Houses are low, and
thatched with Leaves of the
Cocoa Trees all but a few
the Portuguese left and some
few the Company have
built. The Custom House
and Warehouses are tiled
or plastered and instead of
Glass use panes of Oyster shells
for their windows, there is
also a reasonable handsome

See Orig.

See Orig.

Bazar

Prizer at the end of the Town
looking into the field, where
Cows and Buffaloes graze, the
Bilinguers have a pretty House
and Church with Orchards
of Indian fruit adjoining.
The English have only a
burying place, called Merivans
point from the first Mari-
-ners there interred, where
are some few Tombs, that
make a pretty show at
entering the Haven but
neither Church or Hospital,
both which are mightily
desired. On the back sides
of the Towns of Chumbay and
Mayen are woods of Cocoas

under

"under which inhabit the
"Bandanes, there that prune
and cultivate them) these
"Forbes being the greatest
"purchase, and estates in the
"Island for some miles
"together, till the Sea -
"break in between them, over
"against which, up the Bay
"a mile lies Mafse Geung,
"a great fishing Town, peculiarly
"noted for a fish called
"Bumbolo, the sustenance of
"the poorer sort, who live on
"them and Curdy for the
"ground between this and
"the great beach is well
"ploughed and bears good

"Pally there the Portuguese have another
"church and Religious House
"belonging to the Franciscans
"Beyond it is Pirelli, where
"they have another* Church
"and demesnes belonging to
"the Jesuits, to which appertains
"Sean (Sion) manured by
"Chumbeis, Husbandmen, where
"live the Trapes or Porters also
"Fra Fra under these uplands,
"the waves of the Sea
"produce a Sunny tribute of
"Salt left on Sand on Tide
"made on purpose at Spring
"tides for the overflowing,
"and when they are all
"are encumbered by the heat

"of the Sun. In the middle
"between Tiredl, & Mayin, Scaun
"and Bombain, is an hollow.
"wherein is received a breach
"running at three several
"places, which drowns 40,000
"Acres of good land, yielding
"nothing else but samphire,
"without which from Tiredl
"to Mayin are the ruins of
"a Stone Causeway made by
"Jenamas. At Mayin the
"Portuguese have another
"compleat Church and Town
"the English a pretty Custom
"House and Grand Store, the
"Moors also a Tomb in great
"veneration for a Pir or Saint

"fra

"You from all Solevers Portuguese
"enjoy another Church and
"Convent, The side is all
"covered with trees of Cocoas,
"Jacks and Mangoes on the
"middle lies Mendee (Mentee
"where the English have a
"Factory, on the other side of
"the great inlet to the Sea
"is a great point abutting
"against Old Woman's Island
"and is called Malabar Hill,
"a rocky woody Mountain, yet
"sends forth long grass, on
"top of all is a Pagoda tomb
"lately raised. On its declivity
"towards the Sea the remains
"of a Mahometan Pagoda near

"a

"a Tank of fresh water which
"the Malabars visited it mostly
"for Pleas have we complicated
"our sounds being in
"circumference twenty miles,
"the length eight, taking
"in Old Woman's Island
"which is a little low
"barren Island of no other
"profit but to keep the
"Company Cantelopes and
"other Beasts of delight"

(1) Fryer makes the
population equal to 60,000
souls "more by 50,000 than
"the Portuguese ever had in
"mention of most of the
"neighbouring Countries most

The population 60000 souls by Fryer's account

of their fatigues and "vagabonds."

63. The correctness of the picture then drawn of Bombay in the year 1671 must strike everyone who examines it at this period. We find the Inhabitants according to those forfeited places where they could be best protected, and at the same time carry on their trades as Fishermen, & Merchants &c near the Castle, at Mazagon and Mahim.

64. In respect to the extent of private property at that period it appears to

and

at Mag

Sir.

the principal
list of the
recent Excitement
limits of
the fort
must have that
been

more than probable from
the description that at a
"distance enough from the
"Fort lies a Town full a
"mile in length there is
"a reasonable handsome Bazar
"at the end of the Town,
"at the backside of which
"are woods of Cocoas being
"the greatest estates on
"the Island", that the whole
space within the Walls of
the Fort, was much, with the
exception of the Custom
House, Warehouses, and the
few Houses built by the
Company. The space at the
end of the Town taking
into

been fixed - are more
property
was

the desc

"distance,

"but lies

"within a

"a reason

"of the

into the field where
Cows and Buffaloes graze,
I also consider as private
property the farm grounds
probably dependent on the
cultivated portion, inclusive
of course of the House, and
Church and Orchards —
belonging to the Portuguese.
"The woods situated on the
"rear of the Towns of
"Pambay and Mahein for
"some Miles together" must
have been private property,
as also the ground between
Magagong and the great
beach, afterwards as being
well ploughed and farms

yet

"and Bally Ferell and its
dominions annexed to the Jesuits,
including Sion to which it
appertained. "The side where
the "Sahursong is situated, all covered
"with Trees of Cocoa, Jacks and
"Mangoes", must also have
been private property, inclusive
of "the Lands held by
"Pedesiartes" Fryer's Historical
account of Bombay certainly
presents a greater portion of
the Island to have been in
a state of cultivation than one
would suppose from the
amount of quit rent stipulated
for by Langeir's agreements.

Fryer's historical account represents a greater portion of the Island in a state of cultivation than is inferable from the amount of Quit Rent payable under his

Si

65. In regard to the Crown Lands we are left entirely in the dark, with the exception of the 10,000 acres of good land owned by the Sea, Malabar Hill, and old Woman's Island, but were supposing that more than a moiety of the Island was in the barren state, and consequently public property at that period of the Cession, a considerable proportion must have been alienated under the (65) operation of the orders of the Honourable Court to invite Strangers to settle on the Island, to let the cultivated land out on rent, to assign

must have remained

proportion

The Crown lands described

Sands, w

the dam

of the fo

covered

Hill, an

but we

which

must have

been made that

was a

portions of lands to Gentoo
Soldiers for their maintenance
the Company receiving half
the produce The lands, -
however belonging to the -
Saints to a considerable
extent, situated at Varell and
its vicinity including Scor-
because the Company by
forfeit with the estates
belonging to those who
aided the Sadder in the
invasion of the Island,
but some of the lands
were restored to such of
the Claimants as were
proved to be innocent.

Rama

66. Same Committee's property was also forfeited to the Company at the commencement of the last century, and the result of the Proclamation issued on the 5th of July 1720, in consequence of the Portuguese obstructing the communication between Mahein and Bhanderal and stopping our Pillarmen, requiring all persons who lived in other Pols and had estates in the Island to repair hither with their arms in the term of twenty one days, on pain of having their Estates confiscated, must have shown some hesitancy

into

into the possession of the Company
for, on the expiration of the
limited time, none of the
adventurers appearing, the Commissioners
were on the 30th of July, invited
to enter upon and receive
the produce of their Estates,
and those who had demands
on such Estates were referred
to the Chief Justice of the
Court of Judicature, but we
have no particular account
of those forfeitures, nor whether
any of them were within
the Walls of the fort, except
Marina Knatters which would
appear to have been situated
within those limits

Amount of their forthcoming

Note * This property was sold on the 25 of August 1786 to A. [illegible] See page 224

though

Grounds for [illegible] greater part of the present limits of the fort to have been private property on the conclusion of Argyle's agreement.

67. Much Sum of opinion that on the conclusion of Argyle's agreement by which the greater part of the present limits of the fort was private property, I am at the same time inclined to think that in the progress of constructing the fortifications that property became the Company's by purchase and exchanges but not at the early period conjectured to Captain Dickinson. The index of the fort in 1689/90 to purchase the Lands in the immediate vicinity of the

the fort, provided the expence
did not exceed 1500 ℔ for
which no small extent of
ground could have been
purchased in those days; the
further instructions of the
Court in 1709/10 to cut down
the Cocoa nut and Toddy Trees
for the space of a Mile from
the fort, and the exchanges
which Government subsequently
effected up to 1745, in which
year alone the value of the
property acquired by the
Company within the walls
and on the esplanade amounted
to Rupees 20 lks are strongly
corroborative of that conclusion

Tis

68. This attempt to define what was private and public property predominates I think in favour of the former, as far as respects the limits under consideration. The Inhabitants and Merchants would not have voluntarily agreed as they did in the year 1716, to pay an additional duty of two per Cent towards fortifying the town of Bombay, nor would the Landholders have agreed to pay a tax sufficient to complete one Bastion, to be raised on a tax

of

of years if their property had not been at that period situated within the space intended to be thus secured.

not recommended but the mode in which the Government has permitted Individuals has converted the other entire private property

69. Admitting however for the sake of argument that the whole of the lands of Bombay appertained of right to the Crown either at the date of Angier's Convention in 1720, or even at any late period, still I am of opinion that the mode in which the Government has been in the practice of permitting Individuals to occupy ground or in other words that the custom of the Manor has upon every principle

of

of equity converted the
public into private property,
bases into Copyhold tenures
and that the Company
have forfeited whatever
right they might have
professed to assume Lands,
or to alter the tenure
which custom has established,
This leads me to the 2d
head of Enquiry.

Secondly. To develope the
principles on which the
Government has been in
the practice of leasing to
Individuals ground the
property of the Company
and to ascertain whether
these

[illegible] principles on which the Government has been in the practice of leasing grounds to individuals

those principles have been respected or departed from by the Government at any time, with the view to discover on what terms it was the intention of Government to allot Lands to Individuals.

10. It has already been shewn that the Island is held by the Company of the King in free and common Soccage as of the Manor of East Greenwich on the payment of an annual Rent of 10£ in Gold, on the 30th of September in each year. I am inclined to think that the intention of Government has been to grant lands to Individuals upon the same terms.

though

11. Though Ungeir's agreement fixed the amount of the quit rent payable to the Sovereign, still the right to the personal services of the Tenant was not commuted by that convention, but expressly recognized and reserved, those services must, however, have been subsequently redeemed for it appears by a letter from the Court of Directors of the 5th of April 1775 that "the Bridoors entered into "agreement to excuse "themselves from finding "Armed Friends or Militia

£ 53 1/2

in consideration of fifteen
"thousand Dorapheins a year,
and though the Court called
"on the Government to report
"if that was a sufficient
"equivalent and if it altered
"the antient constitution of the
"Island in such a manner
"as to prejudice the Company's
"interest and whether under
"that agreement they thought
"themselves absolutely discharged
"from assisting in case of any
"invasion by an Enemy," I
have failed to trace any
elucidation of that important
question or that any payments
were ever made under
that

that agreement I should conclude not, as some traces of the payment would have existed at this period.

72. The ancient constitution of the Island was therefore feudal and the Lord could claim the Military Services of the tenants until the year 1718, when the rent Services may be considered to have been substituted by a Tax having been imposed "on all the Inhabitants residing within the Seven Halls in order

"to reimburse the Honourable
"Company some part of the
"great expence and charge
"they had been at in fortifying
"and securing the said
"Town."

73. This tax was no
doubt imposed in pursuance
of the Orders conveyed in the
6th paragraph of the Court's
dispatch of the 21st of February
1717, when they "reminded
"the Government of its
"promise to improve the
"ground rent within the
"City Walls by letting leases
"renewable or by fines or
"part rent or whatever so
may

"any Government should
"judge most for the
"Company's interest, the
"consideration of their
"prodigious charge and
"the people's protection
"and liberty are very
"cogent arguments, if
"rightly managed to
"convince every one why
"that ground ought to be
"valued higher than it
"otherwise would."

Fixed after the Ancient Constitution of the Island was changed.

74. I consider the imposition of the Tax in 1718 to have changed the ancient constitution of the Island and that the

Military

Military Services of the Grants were commuted by a Quit Rent.

Order of appearance of regularity and vigilance in the Lords of the Manor manifests itself.

75. In 1781, an appearance of regularity and vigilance in the Lords of the Manor, for the first time, manifests itself. On the 3d of December of that year, a "inumeration of the ground "within the Town Walls occupied "by the English as well as "black Inhabitants made by "a Committee of the "Board with the assistance "of Captain William "Chandler Clerk of the "Works and Surveyor

"and Manjee Pawoos by a
"order of Council was laid
"upon the Tables, with a
"calculation of quit rent
"and ground rent a
"which was, and has
"been hitherto paid
"in a manner
"entirely unascertained,
"whereby some people
"have been prejudiced
"and others favoured,
"to prevent which, also
"in future it was

resolved

"resolved, that all persons, that
"have a mind to build, apply
"to the Land Pay Master, and
"signify to him, in what part
"of the Town, and what sort
"of a house, they design to
"build, and on the Paymaster
"being satisfied that the spot
"of ground they have pitched
"upon, is a proper situation
"for such a House, he is to
"grant them his licence for
"building, receiving as fees for
"the same, two Rupees, and no
"more, provided the said House
"is built with stone and
"Mortar, and covered with
"Tiles, and for such Houses

"as are covered with Cadjans,
"one Rupee and upon any
"of the Inhabitants applying
"to the Secretary for a
"Lease or Certificate to
"ascertain their title to the
"House to be built by
"licence of the Pay Master,
"he is to grant them such
"a Lease or Certificate for
"the same on paying one
"Rupee and no more".

[redacted] pled
[redacted] land
[redacted] time & period,
[redacted] unable

76. On the 18th of
May 1733, an attempt was
made to introduce Leases
for years. I annex an Extract
from the records. It being
"found by experience that
"little

has attempted
to be introduced
for a limited period,
but renewable.

"little regard has been paid
"by the inhabitants, within
"and without the Walls to
"an order of Council made
"the 3rd of December 1731, directing
"that all persons who have
"Houses, or may hereafter have
"any, should apply to the
"Secretary for a regular Lease
"of the said House or Houses
"paying him one Rupee as
"his fees for drawing out
"the said lease, it is agreed:
"that we order a publication
"to be made enforcing the
"said order, under penalty
"of dispossessing all such
"persons as shall not produce

"an authentic Lease signed
"by the Secretary in six
"Months, from the date
"of the said publication,
"ascertaining their right
"to the House or Houses
"and the ground they
"are built on". And it
was on this occasion
agreed that the Secretary
in framing such Leases,
grant a term of forty one
years, renewable on the
parties paying a fine
of half a year's rent
of the said House or
Tenement, according as
the same shall be valued
by

"by the second in Council,
"and the Collector of the
"Revenues for the time being,
"and the Assessor."

Total failure of those measures.

77. Here we have an instance of one of those rigorous measures of Government, to which so much importance is attached. A Proclamation is issued requiring all the inhabitants indiscriminately, those whose Estates were on second under Algier's on Convention not excepted, to apply, on pain of forfeiture of their property if they refuse for regular leases, which were to be granted

granted for forty one years, renewable on the payment of a fine, what did this injudicious and I may say arbitrary Proclamation produce? Nothing, for on the expiration of the six Months, we do not find that any application for leases were preferred, or that any forfeitures were declared. Was it to be expected, that tenants who had obtained possession according to the Custom of the Manor, would have taken out leases for

and the
vious grounds
fit.

for forty one years for land, which had descended in the family for upwards of half a Century probably? the Government must have issued that Proclamation without a thorough " " understanding of the nature of the landed tenures on the Island.

78. Since the conclusion of Argyle's convention, the lands have not been allotted upon any established system, I have been unable to trace, that up to the year 1731, a single square yard of the Crown lands has

has been leased on conditions
clearly descriptive of,
the nature of the tenure,
or of the intentions
of the parties in
contemplating the
lamentable state to
which the Island was
reduced in the year
1717/8 measures of
encouragement could alone
restore and encrease its
population, and establish
its prosperity, and so
late even as 1731, the
resolution of the 3rd of
November of that year
will" shew the intention
"of

See Mr. Hacklins opinion of the 10th of January 1814.

"of Government to have been "to invite settlers on the principle of granting them "land on a low fixed Quit "Rent in perpetuity". If the intention of the Government was to fix the Quit Rent in perpetuity, their acts have been at variance with that intention.

Consul: 1739
1st May
10th Do
11th Do
29th June

79. Adverting in the next place to the proceedings of 1739 which led to the construction of the Ditch round the Walls of the Fort, which was in a most untenable condition; we find "that the principal Merchants

"Merchants of the place are
"convinced of the necessity
"of putting the Town in
"some state of defence and
"subscribed the sum of
"thirty thousand Rupees
"towards the expense of
"this work, which was as
"much as could have been
"expected from that body
"considering the low declined
"state* of Trade. Apprehensions
"were at this period
"entertained of an attack
"from the Mahrattas, who
"had subdued the
"Neighbouring County and
"threatened the invasion of the
"Island."

* [illegible]

80

[illegible] Sale.

[illegible] order to raise [illegible] that sum one per [illegible]cent as secured on [illegible] additionally upon [illegible] Sale which [illegible] was subject to [illegible] pay two per Cent [illegible] contribution to [illegible] Swin Wall [illegible] the amount

80. Upon this occasion the Government remarked on "the irregular practice that "had obtained of Planting "Trees and building Houses "through the permission or "Connivance of the Government "within the distance prescribed "for the safety of all "regular fortifications, against "which the necessary precautions "having hitherto been entirely "disregarded, it behoved the "Board to come to such "a resolution as may "effectually prevent this "evil in future and obviate "such irregularities and

inconveniences

inconveniences as have
"arisen for want of a
"proper control in the
"buildings works and
"plantation of Trees both
"within and without the
"Walls. Agreed that the
"following order be published
"vizt.

"That no houses
"be made or rebuilt nor
"any Trees planted within
"the distance of four
"hundred yards from the
"Town Walls, nor any
"Houses erected within the
"said Walls, until the ground
"be Surveyed by the
"Engineer

"Engineer for the time being,
"and by him to be recommended
"to the Land Pay Master for
"his approbation and leave."

81. By this Regulation,
which has been and is
still strictly attended to,
no person could repair or
build within the Walls of
the Fort without the
permission of the Government,
or of its Officers, who it
is to be presumed would
not grant that permission
upon Crown Lands without
authority, or without observing
the rule prescribed in 1731
or 1733 Vol. 1 "that upon any
"of

"of the Inhabitants applying
for a Lease or Certificate,
"the Secretary in framing
"such Leases was to
"grant one generally or
"for a term of forty years
"renewable on the party's
"paying a fine of half
"a years Rent of the
"said House or Tenement,
"according as the
"same shall be valued
"by the Second in Council,
"and the Collector of
"the Revenues for the
"time being and the
"professor"

82.

Failure of the attempt to introduce renewable Leases

82. The result of these proceedings then prove that between the year 1731 and 1733 two description of Leases were established, and must have been granted, to what extent it is needless to trace, because the Resolution of the Government to introduce Leases for Years renewable on the payment of a fine has entirely failed. Leases having been granted conformably to the rule established in 1731, and which is, to this hour considered to be in force in the

Collectors

Collectors Office. In proof of this, I annex Copies of the Leases granted to Mr. Henshaw and Homajee Bomanjee, which I shall hereafter have occasion again to bring to the notice of Government.

83. On the 22nd of March, 1754, another publication issued directing that the name of every person purchasing a house within the Walls, be entered in the Collector's Office before he enters on the

the premises. The reason of this is however explained as it was difficult to recover the ground rent, or to know the real measure of each house, few of the present possessors names agreeing with the Rent Roll.—

Other measures of a similar description adverted to.

84. A variety of other measures of a similar nature were pursued by the Government, to ascertain and preserve the rights of the public. It is needless to quote them, I will admit, that the Government has been in the

the practice of promulgating
those notifications and
Proclamations annually,
and denouncing the
severest and the most
arbitrary penalties on
all those who failed
to obey them, what
good effect have they
produced? None whatever,
we are as much in
ignorance of the Royal
rights on the Island
in 1814 as our forefathers
were two hundred years
ago, the mere issuing of
a Proclamation prove nothing,
those futile and unmeaning
measures

measures appears to me as strong presumptive evidence against the Company. The Proprietors of Land have disobeyed & rather disregarded the orders of Government in every instance, the penalties against any act of contumacy have not been exacted, and they still remain in undisturbed possession. -

which have proved equally futile.

All these would be evidence against the Company.

85. Not only would these facts, as it appears to me, make directly against the Company, and in favor of Individuals, but the

Acts

Acts of the Government, or of its Official Servants can be adduced as positive evidence against them.

Abstracts from the Registry of Sales and landed Property from 1715 to 1801.
Appx. S.L. 88

86. I have examined the Registry of Sales and Transfers of landed property from the year 1715 to 1801 and annex four Statements, which I have framed from those Books, the Deeds of Sale, or Grants or Leases of Land are drawn out in general and indefinite terms,

the

the grantees being responsible for the payment of the established ground rent, I enclose an abstract of those Leases of property of all description within the Walls of the Fort. There is one instance of a purchase of ground, made by the Company, on the 20th of February 1715; there is another of a Lease for thirty one years renewable at any time after the expiration of fifteen years, on payment of a years Rent and

No instance of a Lease granted conformably to the resolution of 1733.

but I have failed to
have a single Lease
made out conformably
to the resolution of
the Government, of
the 18th of May 1733,
but sales of ground
paying ground rent
alone, which is
considered as Company's
property. and the
tenants holding at
the Will of the Lord,
have been repeatedly
made, and within these
few years too, by the
express permission of
the Governor, and formally
registered.

but many
[illegible] opposed
[illegible] supposed
[illegible] held at the
[illegible] of [illegible]
[illegible]d by the [illegible]
[illegible]mption of the
[illegible]ewer.

but sale
paying
alone
considere
property.
tenants
the Will
have
made, a
four years
express
the Governo

Conclusions thence
unfavorable
[illegible]

Registered. These proofs of conversions of public into private property, of base into Copy-hold tenures, would make against the Company in any Court of Equity. We here have a clear and positive order of Council, passed in 1733, for the grant of fixed and renewable Leases for the preservation of public rights, and are yet unable to adduce a solitary instance in support of its operation, but as the order of 1733, could not justly have a retrospective effect, property

property acquired prior
to that date, may at
least be considered of
a permanent character.
The Tenants must have
been aware of the
firm and unmoveable
ground, on which they
stood, and they appear
to have formed a correct
judgment of their rights,
whilst I view on the
other hand, all those
threatening Proclamations
issued by the Government,
without any proceedings
adopted to follow them
up, as most injudicious,
and

and instead of operating the effect intended of securing the Company's rights, have produced a result directly opposite of weakening their claims and of legalizing those of Individuals—

87. Let us estimate the merits of this important question on the basis of those proceedings of Government, which have recently occurred, and which must be in the recollection of us all. Let us first review the proceedings of the late Town Committee

The proceedings of the late Town Committee review.

appointed

appointed when the great fire in 1803 occurred to investigate the nature of the Fences within the Town, when the question underwent the fullest discussion—

Facts of the [illegible] enquiry [illegible] ascertain the [illegible] of the [illegible] consumed [illegible] in 1803.

88. The Town Committee were directed to ascertain the right of possession or property in the land laid waste by the conflagration. They were furnished with statements from the Collector's Registery to the two descriptions of ground, Public and Private

Private, affected by that calamity.

Statement of Pensioned and appeal for persons affected by that calamity.

89. By a statement of the latter description of property, in which the names of the Proprietors are given, it appears that 29,880 2/3 Square yards had been laid Waste, which, at the rate of 6 Reas the Square yard, paid Rupees 448..28 to the Company, besides the Pensions of the latter 45867 1/3 Square yards, were laid waste, of which the rent at eleven Reas the Square Yard, amounted to

Rupees

Rupees 1234 . 2 . 59 -

[illegible] Mr. [illegible] that the Company [illegible] [illegible] individuals [illegible] [illegible]

90. Upon those [illegible] documents the late Mr. De Souza remarked in a letter furnished to the Committee, that "the "private belongs to [illegible] "different people, it is "subject to the payment "of the Pension, besides "a Rent of 6 Reas per "every Square Yard. The "Public Ground belongs "to the Company and "was given, I understand "(observes Mr. De Souza's) "to the Inhabitants in "perpetuity for building

[illegible] Mr. De Souza's [illegible]

"their

Opinion of Mr.
De Souza that
the Company's
Ground was granted
to Individuals
in perpetuity.

Mr. Le Sourd is
here wrong.

"their Houses at the rate of
"Eleven Rees the Square Yard
£1. . Mr. Hall the
Company's Solicitor, did not
acquiesce in . Mr. De Sousa's
view of the nature of
the Company's ground.
He was of opinion, that
the Pensioned Proprietors
might claim a reasonable
value for their ground
which by the original
deed to be regulated
by the Pension, but
the latter species of
Proprietors can have no
such claim on the
Company, being merely
pensioners

See opinion [illegible] 17th [illegible] March 18[illegible] Committees records.

Mr. Hall the Company's Solicitor of a different opinions.

permissive Tenants at
will, on payment of
a yearly assessment,
unless any such "
Tenants can shew Leases
from Government conferring
a superior title.

92. In the "
progress of their enquiries
the principal Native "
Inhabitants attended the
Committee by invitation,
and the plan for
rebuilding the Town, "
having been submitted to
them, it met their
approbation, but their
chief anxiety rested on
the

The alleged proprietors
merely permissive -
nts at will
they can
produce Leases conferring
superior title -

the evil of a confusion between the terms and the [illegible] of the inhabitants.

the certainty or assurance of compensation with respect to the property in general, that might be affected by its appropriation to public Roads, and Military purposes without entering into any distinction of Public or private property of Pensioners or Leased Land "the former paying 6 Pence "per Square yard of Yearly "Rent, and the latter "11 Pence"—

Q3. Mr. Hall drew up a case at length with the view of tracing the tenures of the Honorable

Honorable Company's property and those of Individuals, from that statement it is only necessary to make the following Extract, on which the opinion of the Company's Council was desired.,

The points applicable to this enquiry stated.

Q4. Whether the proprietors of assessed houses destroyed by the late Fire have any and what claim under the circumstances stated to compensation —

an allowance from the Company for the ground or site of such Houses, unless they produce some grant or lease by the Company to the same.—?

65. The Company's Council was also requested to suggest what legal & effectual measures should be adopted for ascertaining in future the Company's right to the property they hold on the Island, as distinguished from that of Individuals; and whether in this view, it may not be a proper and desirable object to have a full and accurate survey of the whole Island — distinguishing the Company's property from others, and that they may be at liberty to raise the rates of such property possessed by the Servants

will, on short notice, have the power
state and nation of the Town
will bear it, and furthermore
in the event of any new
Town being marked out
on their property, for the
residence of such of the
Inhabitants as may be
excluded from the Town.

Examined Mr 96 Mr Thompson was
helpful in forming opinions, that the Company
the Company rights have no bonds in an state
nor in the office of Collections or inspectors
before.

in 1837 died March
whatever property was
at that time made and
manufactured, of which there
could not fail to be

there a very great proportion
all over the Island belonged
of right to the Company, in
virtue of their Grant from
Charles the 2d in 1669 – That in
process of time as population
and wealth increased this
waste property would be
occupied by Individuals, at
first most probably without-
attracting the notice of the
Company's Government, or
leading them to any demands
on the Tenants. But when
the extent of property thus
brought in became considerable
and the prosperity of the
Cultivator keeping pace with

has

his improvements seemed to
call for a return on his
part to the Lords Government
of the Island, or, rate of
payment would be established
which while it increased the
Revenue of the Company,
kept alive the remembrance
of their right of ownership
in the soil. Lands occupied
and thus possessed, whether
fenced with Walls or covered
with buildings, could never
in M'Thieselland's opinion*
by any length of time
become the property of
the Tenants By the Law
of England a grant of

Title

[illegible]

Title of one sort or another is in all cases of land that is indispensable. foundation, resting upon which a prescriptive right cannot possibly reach, and that if the Company's Records make no mention of such grants, he thinks it extremely improbable that they ever existed, that with respect to Deeds of Transfer the house alone was transferred, the right to the Ground ... remaining with the Company; that the houses having been destroyed, the sufferers had no claims or still can do any compensation for being ... deprived of that which was

never

seem theirs, although they are permitted to enjoy the use of it from year to year, on paying a certain annual tribute or acknowledgment to the real owner.

Supposes his opinion in favor of an immediate grant to be fully settled. —

77 — At the same time it is evident, observes Mr. Hartsland, that those who purchased houses within the Fort, especially of late years paid more for them in consequence of their situation than they would otherwise have done, and in that view certainly have some reason to complain when

the

the site which raised the price they had to pay it taken from them without an equivalent Do. Do. -

48. Taking these circumstances and reflecting that much outlay of permanent advantage to the ground, such as digging the Wells &c., may have been made by the late possessors the Company certainly bound to make good in securing possession of the Site &c. &c. every motive of humanity to say nothing of sound policy where the welfare of so great a proportion of the trading part of the Community is

concerned

concerned, must recommend the payment of compensation to the Company's undertaking, and which Mr. Wright has agreed with the Committee in thinking that a general survey of the Island for the purpose of increasing the revenue derived from it extremely advisable, it was evidently very much to be wished for the present to avoid whatever could create discontent of any kind among the Natives, lest a tendency to lacerate those wounds from hunting, to which

time

[illegible]

[illegible]

[illegible] of the

[illegible] in the

[illegible]

time alone could apply a perfect cure.

94. The plans for rebuilding the Town having been determined on, & attained a state of advanced progress which has excited the attention of the Natives the most wealthy Individuals among them, formed a Combination to resist by legal process, any mode of lining out the new Streets which should tend to intersect their old foundations or to prevent their rebuilding on them, under these circumstances the further opinion & course was required" whether Government

"might

uire alone could apply a
perfect cure.

99. The plans for rebuil
the Town having been
determined on, I attained a
state of advanced progr
which has excited the at
of the Natives the most
Individuals among them
formed a Combination
resist by legal proce
mode of carrying out the

[illegible]
of the Natives
to resist by [illegible]
[illegible]
of Mr [illegible]

"might under all the
"circumstances for the future,
"security of the Footpath which
"had led to the course of
"conduct objected to by the
"Gentlemen proceed in carrying
"the same into execution,
"without risk of incurring
"material expense in pecuniary
"compensation to the Inhabitants
"who might prosecute, or
"whether be considered the
"said Inhabitants to be
"at all events entitled to
"rebuild on their old
"foundations, and that debar
"Government from the adoption
"of those measures which

were

"were deemed essential to the
"security of the garrison."

[illegible]

100 Mr Hincksland continued to think that the grounds conceived by those who paid assessment was at the disposal of the Government, and that no opposition from Proprietors of their description need be regarded, further than that they had an undoubted right to be indemnified for any outlay they might have made either of permanent utility to the soil, or from which their successors therein can derive advantage Qe & Qs.

[illegible]

101 - The Joint Committee

[illegible]

expiration

"were received of

"security of the

States that on 100 Mr

opposition need

be apprehended to think it

provided full

indemnification occasions

be made.

Affectionate

of the Ge

no offe

The Joint
Committee urge
the prosecution
of the felon.

expressed a decided opinion
that the plan should be
adhered to; and proceeded
with promptness, vigour and
celerity. They were aware
that many instances of
resistance would occur
but they pledged themselves
to exert all their influence,
and to apply a remedy for
every difficulty, expressing
a hope, that when the
intentions of Government
should be once promulgated
as we intend to do, in consequence
many of the supposed
obstacles would disappear
and a conviction of

practicability

established in the minds of the Inhabitants, that their commerce and the public security were the grand and only points which the proposed arrangements were intended to embrace—

Proposed modified plan.

102. It appeared however to the Committee on further consideration that the civil and liberal line of policy to be adopted by the Company was this — that the addition of the New establishment be made among the personal Proprietors equally to the extent of their former Possessions as near as circumstances would

admit

[illegible]
[illegible]

admit; and those who have
derived more, were perhaps
from others, who may be
inclined to relinquish their
dwellings within the Walls,
as this might be unknown.
an inadequate they should
be satisfied were with a
deficiency / if such should
arise / of a few feet and
their apparent little to
compensation could only
be for such deficit, but
if on the other hand this
Class of Proprietors insisted
on a high value of their
ground it might be
objected —

*[illegible] of 1st Thus means the Dese they
actuated men of the
gentlemen The Court are only entitled to abatement
will be found to of Pension –
have considered in
the Compensation? If are equitable principle is
or more just adopted, the value may be
[illegible] –
referred to a Jury Committee,
two, to be Europeans, and two
Natives. –

103. When the Pensioned
Proprietors are thus satisfied,
the Contractor may put up
the remaining Space to be
built to public sale, in such
lots as might be best adapted
for the convenience of every
description of purchasers and
divide the proceeds among
the Original Proprietors in
fee

full of all their claims, allowing them in the mean time to withdraw the materials containing of their houses, thus the Company appropriate every foot of the ground to the former possessors agreeably to their rights, and neither claim nor derive any benefit from it —

104 — The Committee explained on this occasion that the indulgence proposed to be granted to the assessed Proprietors should be understood to result from reconsiderations of the Lessee

they

they have sustained by the late fatal extremity of fire, and as this intelligence might at first sight appear to put them on a footing with the pensioned Proprietors, who may have a claim upon the Company, the Committee proposed that the line of distinction to be drawn between them, shall be this namely that the Pensioned Proprietors shall have the full extent of their former ground allotted them and the deficiency to fall upon the assessed property.—

Stretch.

105. Mr Aird this stage of the discussion on proceeding concerned which was, of all

others

thus the Parts calculated
to answer the expectations
entertained by the Inhabitants
of a full adequate
compensation for their
grounds — The Town Committee
required the space on which
a house belonging to Mr.
Hornby had been erected
meant to the Mandarin
Custom House for the new
Barracks, they wrote to
his Agent, that as it was
deemed by Government
expedient for the public
good, to take immediate
possession of the Company's
Ground on which the housebelonging

belonging to Mr. Hornby near the Mandarin stand, the Committee requested to know what valuation the Agents fixed to the remaining Materials of the Buildings, the ground itself appearing from a reference to the Collector to be — indisputably the property of the Company. —

106. — The Agents replied that they had no power of relinquishing Mr. Hornby's claim to the ground on which the House stood, nor could they feel warranted without his authority in disposing of that building for the value

of

of the materials, since the Premises could be rendered very valuable to the Proprietor for a trifling expense. that they had however applied to England for Instructions that it was impossible for the Agents to give up such a valuable property and rights in the manner required by the Committee, the more particularly as from the documents the agents had seen, they could not view the Companys Rights in the same light with the Committee.

10/. There then was a case which under the opinions

opinions that have been delivered ought to have been prescribed to officers. It looks however a different hue — The Agents were informed that the urgency of the public service would not admit of the delay of a reference to England, and it was proposed to submit the claim to Arbitration —

The Agents waived the proposal but expressed a desire, not to throw impediments in the way of the public service and therefore under a representation of the value of the property proposed to accept 20000 Rupees to save further discussions —

3 October

108.

108 from a measurement
of the Foundations of this
property it was calculated
that to set up as many
more such Halls, Pavements
&c as were standing would
probably cost Rupees 17,500 - 30
the Committee at the same
time expressed an opinion
that situated as the property
was, and believing as they
did that no little alteration
could be shewn to the
Ground, the demands of
Mr Hamilton's Agents were
very exorbitant, though
it might perhaps be better

to

to expect the business at most
than leave an existing claim
against the Company which
might lead to an expensive
Law Suit, when the difference
of claim was so small from
the Estimate. The ground was
required for the new Barracks
and the property was
therefore purchased by the
Company for the sum of twenty
thousand Rupees. –

100. It is not necessary to
trace any more of the proceedings of
the Town Committee upon the subject
of rebuilding the Town, it is sufficient
to state that notwithstanding the
decided opinions offered by the Advocate
General

government in favour of the right of Government to assume possession of the aforesaid ground, and the opinion of all, of the necessity of such a measure, the efforts of the Town Committee to carry their plan into effect as well by the threats as by persuasions, entirely failed, the Natives ultimately succeeded in their opposition and in the object of rebuilding on their old foundations; all the Committee could do, was to limit their Houses in respect to height and-

taking

Letting off frontage could form a part of proportions of Ground for widening the Streets, which the Natives readily conceded.

110 The dates of the Correspondence with the Hon'ble Court upon this subject are quoted in the Margin. On this question concerning the right of Pension Proprietors to abide on their old foundations and of the assessed Proprietors to indemnification for improvements, the Court observed "we must think with the Town Committee in opposition to the opinion of our standing Counsel, that the agreement of 1872 between

Government

Letter of 6 October 1873 Proceedings 21 & 25 - 10 August 1874 - 46 a - 1 Nov for the Court 31 August 1874 Proceedings 14, 15, 23 & 24, 1875 Proceedings 57 01 - 2 May 1876 Para 15.

Review of the Correspondence with the Court on the subject

government and the Pension
Projectors, clearly proves
that Government might
resume for public purposes
any part of the lands
held by them on making
a proportionate abatement
of the Pension or rent and
paying a valuation for
the property standing thereon,
with respect to the Ajesfoie
Projectors, as they have
always been considered
merely as Tenants at Will
and liable to be removed
whenever the Land might
be wanted for public
purposes they even have

"no claim of compensation, but
"for improvements, which in
"this present instance are
"destroyed"

III. On being subsequently
informed of the opposition
made by the Natives to the
various plans and modifications
made by the Committee to meet
their prejudices, the Honble Court
suggested that "should the
"Inhabitants still obstinately
"refuse to accede, to such regulations
"as are essential to the future
"safety of the Garrison and the
"true interest of the Community
"and persist in their endeavours
"to gain possession of the sites

their former habitations, we desire that you take the earliest opportunity of advising us of the same, and that in the interim you use your utmost endeavours to delay, as far as may be practicable to prevent their rebuilding until you receive our further orders.

117. By comparing however the whole of the Correspondence with the Honble Court on the proceedings for rebuilding the Town it is obvious that they have no objection to the Natives occupying their former ground within the Fort, provided they consent to such Regulations as in the opinion of Government

"Government are essential to the future "safety of the Garrison, and the true interests "of the Community." These objects they plainly think are perfectly compatible with a permitting a Native Town within the walls of the Fort, that not with allowing its Inhabitants to occupy the exact Sites of their former habitations, and this is therefore, only in the event of their insisting on this, and consequently refusing to give up any space for widening of Streets &c that may direct "the utmost endeavours to be used to delay or as far "as may be practicable to prevent their "rebuilding until the further order of the "Court are received."—

113.— In reviewing the result of those proceedings the sound policy which

The policy pursued by the Government

which divided the Revenues of the
Island since of conduct towards the
Inhabitants, must be applauded. The
original ground had been Mortgaged
in many instances, and it was therefore
a species of property as valuable in the
Market as the Revenue. Had the Court
brought the question of the right
to resume the grounds to legal issue
and succeeded, they would have
gained no Revenue properly, but lost
perhaps for ever the unlimited
confidence which the native
Inhabitants have hitherto reposed on
the good faith and liberality of the
Company; they would at once have seen that
the acts and the long train of
usurping measures under which
this Island had risen from a
state

Ref. to Sol. Genl. of Bio. Pol.

The assessed
grand mortgage
in many
instances

The probable
effects of a
Contrary line of
policy.—

date of barrenness to its present state of height of wealth and prosperity, were founded on disputable views, or rather extensively liberal but cautiously designed to obtain a contingent benefit the purchasing Hornby's property which was a vast paying loss the second exclusively, for the walls and materials were not worth the expence of removal, the Government could not remove the grounds of the other objects = Holders of land without annoying compensation which was estimated at the rate of three fifths more than the compensation the Capitalists of the Bazar Ground was Estimated at four fifths of the Bazar.

The compensation to the Bazar holders was the important instance which has recently been settled

The Compensation
[illegible]
Proprietors of
the Mofussil
Ground [illegible]
Estimated at
five Lacs of
Rupees. —

Two Recent Cases
of Mofussil [illegible]
Proprietors [illegible]
brought forward to
elucidate the
principles on
which the [illegible]
Commissioner
[illegible]
[illegible]
[illegible]
[illegible]

to Individuals within the Tract.— They are important because the Individuals to whom the grants were made have expended large sums of Money upon the Premises, upon the faith no doubt of their possessing a permanent right in the Soil.—

115.— Mr Henriques on the 30th of April 1798, solicited the grant "of a Spot of ground within the "Town on Lease for the term and "duration of the Double Company's "agreement with Mr Salatier whereon "to erect an improved Hydromechanical "Machine for compressing and "retaining Cotton Wool," instead of granting Mr Henriques a Lease on the terms solicited for 14 Years.

11th May
25th Ino

14 Years
18th Inst. of the Ho. to
Cons. the
of the 21st of
May 1798.

which

which I conceived to have been the duration of the Agreement with Salutiers; the Government accordingly directed the Collector to adjust with Mr Henshaw the terms of Infeofment on the usual payment of Quit rent granting him thereon the Customary leases — the Collector accordingly granted the Customary Leases indefinite as to the period, in finding Mr Henshaw in Infeofment of 2078 3. square yards of ground on condition of his paying annually to the Company Rupees 57. — 8 Annas being the usual rate of Quit rent and ground rent, calculated at Eleven Rupees the square yard. —

116. The minute of proceedings

on which the grant was solicited having failed Mr Henshaw applied in May 1805, for permission to convert the Buildings into Warehouses the Town committee owned the delivery of an Opinion upon his application, but the Government agreeds to his retaining the Ground granted to him for erecting his Cotton Factory and to his converting the Cotton Premises into Warehouses Mr Henshaw accordingly converted these spacious buildings situated in the most central and advantageous part of the Town, as to trade into valuable Warehouses, the construction of which has cost him from first to last nearly two Lacs of Rupees. —

Mr.

17. — The other instances will shew that another spot of ground within the fort of equal values, and which the Government might at one time have sold for at least seven fifty thousand Rupees has been made over to Hormusjee Bomanjee on similar terms. It was at first determined to sell the ground to Hormusjee at the rate of 12 Rupees a square Yard on his paying annually a quit rent to the Company, provided it was usual to reserve such quit rent on purchased ground within the garrison but there being room to doubt the expediency of the Company's selling any ground belonging to them within

1800

21st May

31st May

21st June

5th July

12th July

23rd July

and

Hornague

Bornagoe

within the Garrison of which it was supposed scarcely any precedent could be found the Town Committee were ordered to enquire into the practice that had hitherto been observed in that respect, and if it should be found in favour of leasing rather than selling, they were to settle with Hormaysee on that footing accordingly.—

118.— Leaving appearing to have been the practice the man therefore put in possession on the usual "made observed in putting any "person in possession of ground "belonging to the Double Company within the Cort "Lightday a grant "or leave from the Collector without

"any

"any definite period being specified
"the party or parties being thereby were
"considered responsible for the payment
"of the established ground rent of 11
"rear the square yard annually." For
this valuable ground situated behind
the Theatre Dhurrumtola therefore pays
an annual rent of Rupees 6/4 — 1139 Rs.
has built a spacious family residence
on it at an expence of Rupees
one Lac and a half probably. —

11/9. — Besides these the Statement
Nº 7 will shew other instances
where applications for ground have
been complied with on similar terms.
That these grants or rather the Sales
to the grounds have been confirmed
by the Government, the Proceedings of

the

the Lands Committee afford sufficient evidence, nor can I trace an instance in which these Bills have been successfully or even attempted even to be resisted. There are however many instances in which the Government have sanctioned the Validity of these grants by purchasing what is termed affected property without bringing forward any claim of right to the ground, for the value of which the Proprietor had the sole and exclusive advantage.—

120.— It is an extraordinary fact that the principal part, if not the whole, of the landed property which the Company now possess within the Falls, they have acquired

required by purchase [illegible] [illegible] [illegible] [illegible] [illegible], having purchased all the ground they now possess within the [illegible] of those who were considered to be tenants at Will it is rather too late to attempt to establish a right to resume the property of that description at their will and pleasure;

121. — A part of the extensive range of buildings appropriated for the accommodation of the Secretary's Office was in 1764 purchased of Mr Whitehill for the sum of Rupees forty five thousand. It appears by the Collector's Books to have measured 2133⅓ Square Yards and paid 32 Rupees to the Company's

1764
15th October
13th D 110
The Secretary
[illegible]
[illegible]

Company's

Company at the Sale of Six Brass Pa-
ter square yards. It is within the
recollection of some of the Inhabitants
now living that the Site of the
Secretary's Office was previously to the
Year 1764, a Tank, which was filled
up by Mr C. Whitehill and the
house in question erected thereon.—

1792.— Mr John Hunter in
the same year tendered his house
with all the Warehouses authorised
stabling and two large Compounds
being the premises formerly designated
the Secondi House, and now are
appropriated to the meeting of
Council and for the Sudder Adawlut
for the sum of Rupees 60000 which
was purchased upon the report of

The Second
Name mar-
the Sidder
Admiralty
Office and
Carried by
[illegible]

a Committee; shewing that the Company, under the two preceding purchases, were 1711. Rs. 8 annas, the one rent to be by Govt. for the Secretary's Office and the other respected advantages more than adequate to the Warehouse rents by the Company. It measured 2766 3/3 Square yards and paid Rupees 41. 2. Rent to the Company, at the rate of 6 bear 7/2 Square yard.

1765 28th December

123. — A House and back Apartments adjoining to the Marine House with the Warehouse underneath on the both sides of the Compound measuring 2311/2 Square yards were purchased by the government of Mds. prior Cryland in 1760 as being conveniently situated for carrying on the

different

1865
26th December

Maurice Hauc
and Northwood

different branches of the Marine Establishment
and for the reception of Stores; for the
sum of Rupees 27,675 Rupees to that period.
that is ever since the year 1748.— Mr Mitchel
Rayon rented the grounds of the Company
for which he paid 22,2.— per annum.—
124.— The Warehouses in which the Military Stores had for
some years been kept— was purchased
by the Government in the year 1766 at
Public Outcry for the sum of Rupees 11,000;—
the Company at the time rented these
premises at the rate of 225.— Rupees a
Month; a House where the Military Stores
were lodged was also bought of Mr
Hunter.— In the Register for 1766 these
Premises appear in the name of Mr
Thomas Byfield, and in the Year 1764

Byfield

The Warehouses in which the Military Stores were lodged

The Warehouse
where the
Military Stores
were formerly
lodged

Byfield appears to have sold it to the Company. The Premises measured 400 Square Yards and paid rent at the rate of 6 Rear Pfs Square Yard. —

A.D. 1778 March 1780

The Secretary's House 1780/1

125. — The Secretary's House was, on the 22nd of March 1780, bought by the Government of Mr Secretary Ravenscroft for the sum of Pieces 20,000 as a Residence for the Secretary, The first person who appears by the Collector's Books to have rented this ground of the Company was Samuel Hough on the payment of the Quit and ground rent of 6 Rear Pfs Square yard. — In 1762 Hough sold the property to Captain G. England in 1767 he sold it to Manackjee Lingee from him it passed in 1773/4 to Mr Secretary Skipp, Mr Ravenscroft

bought

bought it from Mr Skipp in 1774 for and
sold it in shares to the Company —
126. By the Register Book it
however appears that Mr Skipp was
bought this property of Mr John Hunter
on the 17th of November 1772 for the
sum of 17000. Respecting the Deeds of
conveyance recording that Mr John
Hunter sold the Dwelling House and
Premises, Tenements and every appurtenance
thereunto belonging, his property to Mr
Skipp, his Heirs &c for ever, the boundaries
of the Premises are specified —
127. — Notwithstanding Byrangie —
would have been a fourth owner of
those Premises, for immediately —
following the registration of that con-
veyance, there is a certificate nom-

that

that person purporting that he had on the 13th of November 1772. sold to Mr Jugge & Miss the House he inhabited in Church Street for the sum of Rupees 17000 the amount of which was to be paid to Mr John Hunter who was to give a Deeds of Sale for the same Manabhoy Byramjee binding himself to execute ye certain Repairs. –

128.– This ground from all of can learn was considered to be the Company's, the House being occupied by or the property of an European & probably in 1734 it became subject to the payment of the Quit Rent only, of Sir Nathaniel Square Mandi. Here then we have an instance of a formal & regular registration of a conveyance or sale of property

property under the authority of the Governor
consisting of a heavy Compound fine for every
wreck more or such the Company or
property as any unfortunate grounded at
this day and subsequently purchased by
the Government

129. In furtherance of a suggestion
of the Worthy Lord, as offered in the
18th Paragraph of their letter of the
29th of April 1790, The Government purchased
in September of that year for the sum
of Rupees 27000. The Harvey authority and
Collins Screen mean the old Warder or
landing places belonging to Mr John
Stanley immediately adjoining the
Company's Hospital, which had been
so often recommended by Sir Edward
Hughes and others to be taken into

the

the Marines Yard the premises measured 1961. Square Yards, this ground paid rent to the Company, and was considered to be their property.—

130. On the 1st May 1809. the Govt received from Hormajee Bomanjee, a spot of ground situated between the Rope Walk and the Court-House &c. &c. agreeably to Deeds delivered in, &c. &c. standing in the Collectors Books &c. &c. containing 2109 Square Yards in exchange for property on the Island of Salsette. The ground was alone considered in this transaction as Hormajee was at the expence of removing the buildings which were of little value. The ground was as much the Company's as that was

Govt Pub. 1808. 9th Sept. 9th Sept. 1809 9th Sept. Hormajee Bomanjee Granted the Rope Walk

which

which Hornby's House stands, and yet the Government bought it at the rate of 16 Rupees a Square Yard; as a portion of the property Eighty Square yards was devised by one John Sicks to his Wife and Children by a Will dated the 18th of August 1767. It was sold and made over for ever on the 25th of October 1793 by the Heiresses and Daughters of the above testator to Lieutenant-Thomas (now Commodore) Turner of the Marine - for the sum of Rupees twelve thousand - It was again sold on the 16th of January 1794 - by Lieutenant-Turner to Captain Bond, for the same sum, the deed of sale specifying that the property was held "according to the usage of land occupied

for

"for building within the Town of Bombay
"subject to the payment of Eleven Rupees
"two quarters and Eighty four Reas of
"yearly ground rent to the Company on
"the 30th of June in every year." A map
made mention on the 1st of January 1803 by
Bond to William Whitaker, for the
same ground and under a similar
deed of Peter Whitaker sold the
property, to Jamsetjee Nanabhoy, for
1700 Rupees; and from Jamsetjee
Nanabhoy, it passed somewhere into
the possession of Dhunjee Bomanjee;
another portion of ground measured
585 1/2 Square Yards subject to an annual
Rent of Rupees 8.3.12. at 6 Reas the square
Yard. The ground stands in the Book
of the Quit and ground Rent of 1740 under

memorial 585 1/2 T.

the

the name of Cooper Grazette, the "
person who first rented it of the Company
in 1786. John Miller appears thereon
proprietor, in 1788, Thomas Cornish
must have passed to Mr Dickinson
the 20th of May, 1788, who bought it
from Captain William Henry Blackford
of the Engineers for Rupees 7000 – subject
as the Deed specifies to the payment
"of Rupees 8, 3, 12. yearly, on the 25th
"of June to the Company," Dickinson
sold it on the 30 of April 1791 to Mr
John Forbes, which sale was
registered in the Collector's office on
the 28th of September of that year, and
Forbes sold it to Rullyjee Wooomjee
on the 10th of January, 1800 for Rupees –
131. – I have not been able to
trace this property beyond 1789. The Register
of Mr Hamley

a good and Grounds and free
that your estate only the
quantity of ground transferred
from the property of George
Craig Esquire yards 20 ft.
The Register of 1742 shows the
Apr 4 3 4½ quantity of Ground on the
title of Mr Dickson — 11 — 11 — 4
7 2 10 do do — 32 1
Nov 6 The Register for 1744 has
it at 5 11
and that for 1748 the
same as above stated in
red ink 1 X 1½
The manner in which the
property thus increased is
not traceable. Retaining the
Width of the Ground reached
Leith

insertion of the Palisade offered by the resolution of Council of the 3d December 1731 to all those who wished to take in Ground, the Company — however will appear to have received a corresponding increase of Ground rent levied at the rate of 6 cents per Square Yard.

132 The third portion measuring 7.4 Square Yards paying Rent at the rate of 6 cents the Square Yard was first rented of the Company in the Year 1729 by one George Abramsen from whom it passed in 1737 to

to Sign Thereby upon it appears
as the Proprietors. In the
following year the Signatures
of the grantees and Sail
had the Name of Jerry
Cary as the proprietor from
whom it passed to Captain
John Blackford and next
to Sir John Parkes in 1791
These three portions of Ground
were considered as the
property of the Company and
the Tenants holding as
their rent.

Rec Feb. 1817
Pd Signed
[illegible]

133 I will a Lease
are more contained. The
Remainder of Building on
the 21 March 1812 reported
the

Pres Pub. 1812.

1st August

Mr Charles Ellis'

Receipt

the proceedings which they have been obliged to adopt with the view of deterring the progress of certain efforts and improvements which Mr Stewart had commenced to the house belonging to Mr Charles & others situated on upper north

[illegible]

[illegible] the premises on which Mr Charles house stands were stated to

[illegible] Mr Swan was

an adjoining stable 36

The rent paid in lieu

lots for this ground was

calculated

retrenched on	£117
Excess in his possession 146	
Another spot of	
Ground adjoining	
measured 8192 Sq. ft	
The east front	
forbidden ground was	877
Excess of ground	15
Total excess	761

Ref. to Letter of the Surveyor [illegible]

135 It was not
possible to discriminate
what portion of the whole
space was public or
private property, the building
bore the appearance of an
encroachment on the
public Ground and it
is evident that if a
determination of what is
actually

actually and bona fide
the portions belonging to
the public cannot be
made use of, in
such case be substituted
for its recovery.

136 It will
appear from the letters
of the Engineer Officers
acting under the orders
of the Commissioner that if
the Guard agreed to
build or repair under
the instructions prescribed
by the regulations of
the Government, some
exchanges of property
might be made which

and

and instructions to the Adjutant
on a Military point of view
137 . At the period
could not agree, was a
determined on the advice of
the Adjutant General to have
recourse to exercise measures
for restraining the proceedings
of the building should the
Servant persevere in opposition
to the measures he had
refused on refusing to desist.
(3) The Committee
proceedings were referred
by the Government and
the Law Officers were
directed to defend the case
with equal earnestness as
for

The Advocate recommends the adoption of coercive measures as concurred in by the Committee of Building.

to of such great importance to
the Trade & Manufactures
interests on the Island.
10) The Committee
of Bankruptcy however on
the 25th March with
Officers to have taken
a different view of the
case from they entertained
a unfavourable which
they recommended should
be entered into with
the Island of the matter
stated in their letter
of that date by which
they mean to state
the interests of the
Manufacturer would be more
materially

[illegible]

[illegible]

[illegible]

indirectly benefited under which
expressions combined with
the difficulty which must be
experienced in substantiating
the rights of the Company,
to the small shot forming
the subjects of the tests that
had been instituted in the
Court of Recorder they —
offered the recommendation

Refused by Governor

190 The Governor in
Council readily confirmed the
conclusions as removing all
grounds for the agitation
of a question affecting the
Company's landed rights and
interests which it was
considered for many strong

reasons

reason to be most desirable
to suspend for the present
all The conference
was closed with mutual
Mr Stewart on the ground
of the recommendation
of the Committee of
Buildings as offered in
their Secretary's letter of
the 1st May 1812.

1812 On the 24
June Mr Stewart's attorney
informed the Committee
of Buildings that notice
of bank had been given
for Stewart's to pay the
following and that he
was requested to state
that provided the rents

[illegible]

[illegible]

already received by forthwith
fixed, the Lords should be
recommended. The Commissioners
stated their sentiments on
the conduct of Mr Stewart in
their letter of the 3d of July
and matters should allow a
cause involving contracts of
so great magnitude and
importance viewed as intimately
by the Company does appear
to be further agitated in
the Mercedes Court for so
immaterially a consideration as
respects Sills & they had —
authorized its discharge,
which was approved by the
Government. —

Mr —

It is here necessary to remark that the authority of the Commissioners of Bankruptcy not having been recognized or established by any Act or ordinance and Regulation which could alone — render their acts valid and as they had no legal power to enforce their decisions the Committee are absolute and a rule, ordinance and Regulation passed on Council on the 1st of November 1812 and registered in Court of Record on

The Commissioners
of the Bigg
Fishery and the
Board of Fishery
Conservators appointed.

on the 24th December following
erecting the contract over all
buildings and encroachments
in the Court of Petty Sessions

144 Mr Stewart after
the negotiations with the
Commissioners had been concluded
commenced the construction of
a suite of base buildings

Further difficulties arise and a Jury impanelled

infringing to his house from
the Bonnier office which he
contended was included in
the arrangement made with
the Commissioners of Buildings.
As that building encroached
on the road and breach of
the provisions of the ordinance
above mentioned the Court
of Petty Sessions refused for

Con.t Pacific, 813
14th Stat. 3

Further difficulties
arise and a jury —
unfettered to
value the property
[illegible]

the instructions of the
Government expressly at
the same time on giving
them under the particular
circumstances of that Gentleman
rate some remuneration
should be awarded to him
but what its precise
extent should be the
Court did not consider
themselves at liberty to
decide, and the Court
being also of opinion
that Mr Stewart was
justly entitled to some
remuneration, the Court
of Petty Sessions was
authorized to award in
conformity to rule, ordinance

and

28 April

and regulations 111 112 to
appoint a jury to estimate
the amounts to be paid
to Mr Stewart for damages
of the Ground as might
be actually necessary for
widening the public streets
to the extent prescribed by
the regulations —

Prior to the
Revenue survey
about 1[illegible] Sir

145 Prior to the
award of the award of the
jury a report was received
from the Revenue survey
as on the subject of the
property who stated the
grounds in questions to
the Town Clerk Company
and stated the unacceptable
on the part of the defendants
[illegible]

9th of June

The revenue surveys report that the

[illegible]

prejudice arose from the
very indulgent and too
equitable principles upon
which Government had
hitherto acted, referring
on that occasion to
a decided opinion of the
advocate General Fergusson
that all the land situated
within the Fort paying
an annual rent of
6 reas per square yard
was indisputably the
property of the Honble
Company and under
that denomination of
rent is the whole of
the ground laid claim
to by Charles Forbes Esqre

admitting

extending towards the
date of agreement that Gent.
had made a without surrender
of their rights there still
remains a deficiency of 1244 8/9
square yards for which
Mr Forbes was accountable
a quantity considerably more
than equivalent to that
which had been recently
taken from that Gentleman

30th June
the property based
6/7/61 when it was
sold to the Crofts

146 . Po Grant on lease
from the Hatible Company
of the Ground proposed by
Mr Forbes could be taken
in the Collectors Office. It
appears to have been put
under of the Company in

the

30th June
The property traced
to 1761 when it was
vested of the Company.

In year 1765 the Honble.
Mr Bouchier since which
period the following transfers
had taken place. In 1774
from Mr Bouchier to
Dadabhoy Manockjee, from
him to Mr Hunter in
1774 in the same year
it passed from Mr
Hunter to Mr Church
and in 1786 from
Mr Church to Commodore
Jones from him in 1794
to Pestonjee Bomanjee
from Pestonjee Bomanjee
in 1797 to Captain Bargotty
and from Bargotty to
Mr Forbes.

147

147 Estonjee Bomanjee in October 1794 previous to the date of the transfer to Captain Rangotty executed: one to General Jones of some adjoining ground, for which no rent or land tax has ever been paid, the whole of the Company's rent having been levied on the property transferred to Captain Rangotty and subsequently by him to — Mr Forbes which appears to have been the same originally rented by Mr Boucher. —

148 On the 7th June the Court of Petty Sessions delivered

determined in the investigation

found by the jury awarding

the sum of rupees *10800 for

201 square yards.—

149

Note first Treaty refers to

square yards for that part of

the ground which according

to the Engineers plan marked the

ground being 201 square yards

refers 6130 and for that part of

the ground which would remain

to Government 321 square yards

the jury awarded from Rupees

15 per square yard in consequence

of its reduced value it not

being large enough to erect

houses upon.—

Note fifty thirty nine square yards for that part of the ground which according to the Engineers plan needed be squared being 201 square yards inclusive 6130 and for that part of the ground which would remain to Mr Stewart 3241 square yards the king awarded him Fifteen pence per square yard in consequence of its enhanced value it not being large enough to [illegible] [illegible] upon.

The Tramroads on which his valuation of the grounds was confined was demanded by the Tenants as a Concession extremely unjust to the Honble Company under which impressions the Advocate General was furnished with the report from the Revenue Surveyor above quoted with directions to state his opinion as to whether an appeal could be preferred from the award of the Jury and if so to what authority.

150 A further report and sketch of the premises herein

The [illegible] of the 149
Electors considered
by the Government
unjust to the
Country. —

30 June
Referred to the
Accounts

having been received from the Revenue Surveyors, they were referred to the Advocate General with orders to consider and advise the steps proper to be taken for securing possession of the Ground belonging to the Company.

151 On the 10th
1st January of January the Advocate General made his report purporting that the first thing to be determined was the nature of the tenure under which Mr Stewart and his predecessors held

the

the ground for which they paid quit rents, and quit and ground rents.

152. That the term rent in its legal import

His opinion was confined to the certain established rents of the free holders and ancients copy holders of a manor which cannot be departed from or varied; Mr Mackeen was was not aware that it was owned in any other sense, and it could not be legally used in that sense in Bombay in which no such tenure could, properly exists.

Surely it exists under Angus's agreement for the tenure of his [illegible]

That

[illegible]
[illegible] was [illegible]
square [illegible] stablishes
in 1778 [illegible]
[illegible]

+ surely it exists
under Angus — in
agreement — for the
frame of this report exists. —

That the mere
use of the words quit rent
or quit and ground rent therefore
could not affect the
nature of the tenure. The
rent might have been
called by any other
name, nor could it be
considered a fee farm
rent unless the tenant
can shew that there was
a grant in perpetuity
reserving a certain rent
which has improperly
been denominated quit
rent or quit and ground
rent. –

It seems that a
continuance

continuance in grants by copy for 50 or 60 years fixed or customary interests if it be without interruption 3 Leo. 107 and Com. Dig. Copy hold B now the Bombay cannot in his opinion be viewed in any light as a manor there is a very great similarity between the copy of Court Roll and the entry of the tenants name and estate in the Collectors Books in Bombay and Mr Bracklin was inclined to think that the long use of the word Lease not coupled with the fact that the rent as fixed at first has never been departed from or varied

would

1 It has been repeatedly varied See Cons 5 Dec 1731 Feby 1729 & 1731 & Feb 1834

+ It has been repeatedly
varied See Cons 3 Decr
1731 Diary 1729 to 1731
page 163.4

would be received as evidence of the intention of Govt to grant a perpetuity.

That there was another objection to assuming possession of lands lately held by Dr Stewart. The exchange which took place some time previous to the assessment by the jury was certainly a virtual recognition of his title and would be evidence in support of it, Government desiring a jury to be summoned to assess the value of the land was also evidence in support of title and the verdict itself however high might have been the damages given was in conformity with the resolution passed by Government for the express

purpose of enabling the Courts of petty sessions to levy and pay for such Lands Gov'r must always be a party in such a transaction or they must be either the absolute owners of the land taken by the petty sessions or must provide the funds out of which the payments are to be made. If absolute owners of the land, why empanel the jury to assess a value. Mr Macklin presses on the serious attention of Government how far it might be proper to recede from their own acts and infringe their own Regulation.

On the 3d point Mr Macklin was of opinion that Mr Stewart was liable to pay rent for the full quantity of ground that he occupied and that an action should be brought against him if he refused to do so.

Mr

Mr Blackburn annexed

two Extracts from the Diary of Mr Blue

bearing great consideration, of the

first was the sale of a piece

of ground to Mr Drake for

£1 rupees yearly a rent

which is called pension. This

shews how small the value

of the property was at

that time, while the second

extract appears to shew

the intention of Government

to invite settlers on the

principle of granting them

land on a low fixed rent cent-

ri perpetuity.

A settlement by arbitration

is now under consideration.

This is the most recent

instance where the government

has paid a valuable consideration

for ground considered to be

their own property. Besides

which the statements, &c.

will shew that various sales

have been made by individuals with

the permission of the Governor of ground

belonging

* It was proved
[illegible] beyond the
[illegible] of the town
[illegible] of
[illegible] buried at
[illegible] to [illegible] of the
[illegible] produce of the
[illegible], See Data

The case referred
exhaustion as far
regards the sum
awarded

References to
his sales made,
by individuals of
[illegible]

paying ground and only to the Value of £9 9s 6d. Report

155. Yet through Proprietors of ground within

the Seat paying ground rent are Tenants at will the

Company have in all these instances been

purchasing their own property. Could the

Company in the face of this evidence venture

into a Court of Law with the view of re-

dispossessing the ground rent Proprietors of

property, which had been alienated for time

out of mind, and upon which whatever

may have been the nature of the original

demise, their own acts had stamped the

seal of permanency, & property as

acquired to be considered as held at

the Will of the Lord, and with any one

under the circumstances stated in their Report

recommend that a suit be instituted in

the Court of Recorder against Mr Leslie for

refusing

[illegible] usions
[illegible] drawn
[illegible] in
[illegible] comp[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

opinion is substantially a recital which is inadmissible

as, strictly — properly which may have been

obtained from the company for purposes of

a Century or in the other words since which

the light of his Lord had dawned on the

Pagan in the manner already stated.

150 After these Observations I have

but few words to offer the 3d Head of enquiry.—

Friedly ---- To ascertain the light in which

the Grantees have been ascertained to view

their allotment of Lands.—

151 It will be admitted I think that

the conduct and measures of Government have

throughout been calculated to generate an

impression in the Inhabitants, that the

Right to the Soil was intended to be

The measures
of Government
calculated to
create an
impression
that the right
in the soil
was intended
to be granted
in perpetuity.

will not commence in the ensuing division of the school.

Upon an abstract view of the case and limiting our consideration of the merits to Hungary connection and the proceedings of the Government since the year 1731 the opinion of Mr Weightland and of the Hon'ble Court that the Government had a right to resume lands which had become waste from the destruction of the Buildings or other improvements by fire or otherwise seem founded upon a just basis, But the successive Opposition made by the natives in 1803 upon ~~that~~ particular point, the purchase of Hunoji's Promises, the exchanges made with Hernie Bonanjee and with Mr Stuart the difficulty of forming a principle of compensation for improvements, and a comprehensive —

consideration

[illegible]

case [illegible]
favorable to
Comp[illegible]'s
right. —

[illegible] Ans
142-143 & 144. —

consideration of the policy uniformly observed by the Government in inviting strangers to settle on this Island, would I should think especially decidedly against the entertaining in any legal investigation of the question — Any attempt to shake the confidence of the Natives in the Validity of their hereditary tenures should be avoided but where ground may be required in bona fide for public purposes, as was the case with Hanaiji premises in 1863 it is to be regretted that the right of resuming such lands, where the Houses had been destroyed had not been brought to light for, when the principle of compensation would at least have been established; for I consider a tenant entitled to more than the mere value of the Buildings

but.

not the Government having, on every instance, shrunk from investigation and purchased the specified ground on which the ostensible Improvements had been destroyed, and otherwise for its just value, what must the impression of the Natives be, — unquestionably, that their Rights are indisputable.

159 If the Government should be desirous of trying the right of resuming ground occupied apparently without any authority, which yields an immense profit to the professor, as I shall hereafter shew, and upon which only sheds of a trifling value have been built and for which alone the Company ought to pay, according to the prevailing legal opinions upon the subject they have only to urge their Law Officers to prosecute the measures

Justice in resuming the ground & principle the right & expedient.

It cannot be
[illegible]
government
[illegible] of the
[illegible]
resuming
[illegible]
thought
[illegible]

already provided with the means of measuring the ground which has been represented to be a nuisance to the Inner Barracks.

[illegible]

100 This is a case however very different from those which have been quoted in the course of this report. The parties occupy the ground without the Shew of authority and may be considered in the light of those persons who daily erect their Stalls over every part of the Island: the improvements are of little value though the profit derived from the rent of this ground is immense. It appears to me that the Company ought to succeed in ejecting the Proprietors of this ground but whether it will operate as a precedent to affect the other Tenures within the Walls of the Fort, said to be held at the will

Detailing explanation to the ground.

of

[illegible]

[illegible] Dep[illegible]

[illegible] Notwithstanding
[illegible] strictly
applicable
to other
ground.

of the Government which could not have been anticipated and which seem to without some paramount, by the substitution of some more favourable to the Company is a question upon the legality of which the Council general can best pronounce. Upon the equity and policy of the measure however there can be but one opinion.—

161 As a precedent an instance of such a measure considerable reliance has been placed on the issue of the case referred in Mr Thriplands letter of the 11th & 12th July 1816, Shaik Abdul Ambly against Kapsawaye Cawasjee who was only nominally the defendant, the Company having were the most interested in the question, I see however but little in that transaction which would uphold the Company in any attempt to

Examination of a case gained by the Company much relied upon by those who maintain the Company's right to resume possession.—

Examination
of a cause gained
by the Company,
much relied
upon by those
who maintain
the Company's
right to resume
possession. —

to sell a Separation of Ground within the Walls of the Fort. The ground in question was a Bally Shed situated in the area described in the 6th Paragraph of this report. The holder of the ground had expended no money upon it for which he had not been amply recompensed from the produce — Had Sheik Abdul as Mr Hamilton, and Hormuzjee Bomanjee (Bomanjee have done, constructed a costly House on the ground, I feel persuaded that the Court of Recorder would have given judgement in his favor, even in that case however Sir James McIntosh delivered an opinion to the justness of which we cannot refuse ones unqualified assent. He observed that "though the "eventual right of assumption might be known

to

"to many or most of the inhabitants, the
"Company certainly indulged an expectation to
"be created and very generally understood,
"that the right in question was one, the
"exercise of which was an exceedingly rare
"on their part or not to require being very
"much, or at all taken into account in
"the transmission of property from one
"individual to another; hence the large sums
"so frequently paid on such occasions; hence
"the loans advanced on the security of
"such lands and the imposing credit
"which they enable their possessor to obtain,
"while such things are familiarly known
"and daily brought under the eyes of
"Government the numerous Occupants may
"not have regular conveyances enabling
"them to maintain possession in a Court.

of

so [illegible] that they have to adjudge a tacit

"acquiescence, a <u>prescriptive Right</u> which in

"the eye of conscience and morality gives them

"almost an equal claim to subsequent

"forbearance and must in every case

"of assumption where an adequate price

"has been <u>bonâ fide</u> paid make the act

"appear and be felt, as a grievous hardship

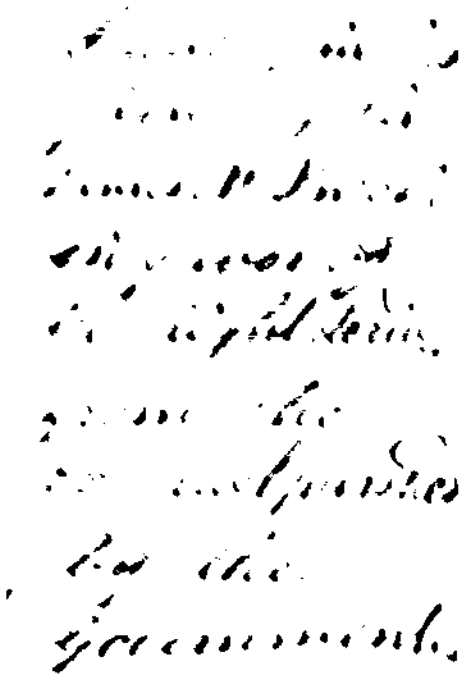
"if not an open and down right injury."

[illegible] the Lord's [illegible] right to [illegible] the Government.

162 Mr Thrieplaud could not deny "that there was but too much truth "in these observations of the Court;" the arguments which Sir James M'Intosh has advanced grounded upon the custom of the Manor are unanswerable; it would not only be felt as a grievous hardship if not an open and down right injury but would I am persuaded

Its force admitted by Mr Thrieplaud.

discourage



Sir yours
admitted by
Mr Thurgland.

Bombay other capitalists from settling on the Island and probably compel not a few of withdraw themselves who have resided hitherto with the view of becoming permanent residents. It would in short tend to sap the foundation of that policy by which the Island of Bombay has risen from a barren Rock to its present state of prosperity and celebrity as a marketing Port.—

No instance of a tenant of Wadi quitted within the Walls of the fort — but many of them retaining possession in defiance of the Government.

113 I have failed therefore to - learn an instance where those who are tenants of Tenants at Will have been ejected within the Walls of the Fort, but the instances where possession has been held in defiance of the Government are numerous and sufficient to prove that its intention of granting these indefinite leases to tenants

No instance
of a Tenant at
Will ejected
within the Walls
of the Fort —
but many of
them retaining
possession in
defiance of the
Government.

tion to confer a Right in perpetuity.

164 "But whatever may

have been the views of the Government

from the modes in which the Proprietors

of ground have sold and transferred

their property given to the Government

Agents, they have considered licensees

to possess a right in perpetuity.—

The Register of Sales and Transfers

of property is not carried beyond

the year 1801.— They were formerly

kept in the Secretary's Office, and when

I succeeded Mr Grant he informed

me that the late Mr Duncan had

directed the discontinuance of the

Registry; of this however, there is

no official record. But the establishment

of the Court of the Recorder, and

the

The inhabitants, however, view themselves to possess a right in perpetuity

Cause of the discontinuance of the Registry

the provision of Act XVI. Geo III. 1776 restraining the Revenue Judges from receiving or entertaining any suit under any pretence whatever relating to any House, land, tenement or hereditament, or a dispute regarding the boundary of lands, Houses, tenements or hereditaments situated within the Town and Island of Bombay, without the enactment of any regulation whatever for defining and preserving the Rights of the Company, leaving them to be maintained by the rule of Custom, have virtually forfeited the titles by which Estates within the Town have been held. The Proprietors have been at full liberty to obtain Deeds drawn out by professional men, and registration in the Registrar's Office in the entire absence of any service.

If

The Recorders
Court taking
cognizance "
of all Claims to
lands &c and
no regulations
framed for the "
guidance of the
Revenue Officers,
the Natives have "
been at entire
liberty to dispose
of their property
at pleasure.

[illegible] that [illegible] on

the [illegible] of the government which could

[illegible] a time can scarcely [illegible]

[illegible] year 1799. every [illegible], if [illegible]

they can be said to have been negligent

in the exercise of it, over those transactions

must now stamped their validity.-

165 But allowing that every

lease has been granted conformably

to the order of Council of the 18th May

1733, still as it was renewable by the

grantee on the payment of one years rent,

the property would still have partaken

of the character of a permanent tenure

and all that the Company have lost

therefore is the periodical receipt

of a fine equal to one years rent

on a renewal of the lease.-

Little was shd hazarded from the commencement of the Regt of 1733.-

little evil
that has resulted
from the
non enforcement
of the Regn. of
1733.

We [illegible] I will conclude towards the
[illegible] argument not admit that though the
[illegible] government have pursued a bad system
in [illegible] and the public property it
is no [illegible] for the blind and
unjustifiable manner in which individuals
have invested their Capitals on such a
[illegible] and that the whole
of the Estates are by the letter of the
law forfeitable to the Company without
any compensation. Will any one advise
the Company even to agitate the question
of right with the view to its formal
recognition – what may be considered
as a fair and unexceptionable transaction
between Individuals in England or even
between the government and an
Individual in England, where leases of
lands

The Argument
conceded that
the whole of
the Estates are
legally forfeitable
to the Company.

ments are well understood, would offend

in an opposition in India, and otherwise

to East India Company and the re-

landholders of Bombay, would be

felt as a grievous hardship, if not an

open and down right injury; very

few of the Natives have any idea of

the various tenures by which lands are

leased in England, but few of them

know what is necessary to be done to

protect them against the operation of

the statutes of frauds.

The effects that would flow from enforcing the consumption.

16th The Native Government

of the country are fully sensible of the

advantage of giving the cultivator

some property in his profession; and

accordingly we find the right of profession

considered as strong as though confirmed

by

Policy of the Native Govt. in giving the Cultivator a property in his profession

The effects
that would
flow from
enforcing the
resumption..

Policy of the
Native Govt.
in giving the
Cultivator a
property in
his profession

by the most formal grants or summons; indeed, the Country people seem to conceive the possession of a Summons either to imply that a doubt has existed or at least that the property is recently acquired and therefore even possession of such instruments are unwilling to shew them. They conceive that they possess a Prescriptive "right", superior to any derived from the most formal grant. These are natural impressions, and they have been long cherished in Bombay nor in fact seems also to have been the policy of the Government, in establishing settlers on the Island; they have allowed a confidence to be created in the minds

A prescriptive right considered by the Natives superior to any grants.

a premitive
right considered
by the Natives
superior to any
grants . .