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Report on Balukhad
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REPORT

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ON

BALUKHAND GOVERNMENT ESTATE

BY

BABU ARUN KUMAR BOSE, B.A.,

KHASMAL DEPUTY COLLECTOR, PURI.



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FROM

BABU ARUN KUMAR BOSE, B.A.,
KHAMMAHAL DEPUTY COLLECTOR, PURI,

TO

THE COLLECTOR OF PURI.

Dated Camp Khurda, the 30th August 1912.

SIR,

I HAVE the honour to submit a report on the result of a field-to-field enquiry just completed in the Balukhand Government Estate, together with a new scheme for the preservation of the Estate and for the improvement and better sanitation of the Civil Station of Puri. There is no gainsaying the fact that the estate has already become extremely congested owing to free grant of a large number of leases for the last seven or eight years; and, accordingly, it has now become expedient to make immediate provision for the improvement and expansion of the Civil Station by opening up congested areas, laying out or altering roads, providing open spaces between dwellings for purposes of light and ventilation, demolishing insanitary buildings, prohibiting construction of huts and kutcha out-houses, demarcating road-side lands encroached upon by private gentlemen, clearing roads and public thoroughfares of cactus and other rank vegetation, constructing public latrines and urinals at important and crowded centres, removing them from objectionable sites, stopping grant of new leases for plots where construction of new houses would make any particular area still more congested; and, in short, recommending other sanitary improvements calculated to conduce to the better health of the residents in the Civil Station, and the general improvement of the Estate.

2. A view of the Civil Station from the long beach extending over a couple of miles, would hardly fail to impress the most casual observer with the idea that a station which from its very commanding position and the exquisite beauty of its scenery was capable of growing into a model town, is now getting daily congested with new buildings; and, with various kinds of ill-laid-out houses, specially at its western extremity, is about to dwindle into a regular *bus/ee*. The present-congested state of the Civil Station was brought to your notice in May last when I was placed in charge of the Estate and I suggested that a field-to-field enquiry of all the plots leased out to private gentlemen should be made with a view to detect encroachments and other violations of the conditions of the leases, so that the terms of the leases might be enforced as a preliminary step to the overhauling of the whole situation from a complete sanitary standpoint. The proposal to reserve a fairly large and well-situated area for unforeseen public purposes, to meet the requirements of Government in the event of a sudden need in future, was also under contemplation and it was thought desirable to ascertain, select and reserve an area for such a purpose. These recommendations met with your hearty approval. Mr. Commissioner Egerton while on tour in Puri, also approved of the idea, and as a tentative measure ordered the stoppage of all further grant of leases for plots on the sea front, which in a large measure relieved us of a good deal of worry, from dealing with many new applications for leases which were pouring in at the time. The work could not, however, be taken in hand till the middle of June for want of a suitable Sadr Kanungo.

3. The town of Puri comprises of two distinct portions, the Civil Station known as the Balukhand Estate,—a sandy tract along the sea, and the Town Proper. The estate stretches between two sacred Tirthas, the Chakratirtha to the east and the Swargadwar or the gate of heaven to the west. The estate is occupied by the various public offices, the Criminal and the Civil Courts, the Post Office, the Circuit-House, the Flagstaff, the Meteorological Observatory, the houses of District officials, Church and other elegant buildings of rich gentlemen of Berhal, most of which are situated right on the sea front. Behind a row of buildings of substantial masonry owned by rich native gentlemen

to the west of the estate, stretches the quarters of the Nulia fishermen extending southward to the Swargadwar. The Balukhand is narrowest at its south-west where its breadth is little over quarter of a mile and then it gradually widens till it is nearly a mile at the other end. The sea is shallow for about a mile from the Beach and is generally acknowledged to be one of the finest in India.

4. The Town Proper consists principally of the sacred temple of Jagannath and of the different quarters radiating from it and known as "Sahis" with the main road named Badadanda extending from the Temple to the Gundicha Bari.

Skeleton map of Puri showing relative position of Town Proper and Balukhand.

5. I enclose a skeleton map of the town of Puri showing the position of the Balukhand Estate or the Civil Station with reference to the Town Proper. The principle *sahis* or quarters and other places of interest have been shown in the map (Plan A).

6. It will, I venture to submit, not be out of place to set forth in some detail the history of the Balukhand Estate which dates so far back as 1858. As already stated in the foregoing paragraphs, there are, practically speaking, two Puris, and the Balukhand forms what is known as the Civil Station or the Sanitary Puri. It stands on a ridge which rises slowly from the sea beach and is airy, dry and open: the native town of Puri, built around the square of the Jagannath's Temple, being at a considerable distance from the ridge.

History of Balukhand.

7. Previous to 1876 the lands occupied by Government for public buildings in the station were not held by any other title than that of prescription arising from long continued possession. In 1876 a compact block of land measuring 548 acres 1 rood and 28 poles, was taken up under the Land Acquisition Act in addition to the 29 acres and 16 poles already in the possession of Government and was paid for out of the proceeds of the Town Improvement Fund, which consisted of what may be properly described as arbitrary rents charged on stalls put up on the Baradanda and other miscellaneous items of rent or revenue which Government consented to devote to the purpose of Town Improvement. The estate was revenue-free and the Town Improvement Fund comprised no items of rent or revenue. In 1880, Puri was formed into a Union under Act XX of 1856 and Government eventually decided that under section 325 of Act V(B.C.) of 1876 the Town Improvement Fund should be amalgamated with the Union Fund. In January 1881, Puri was made a Municipality under Act III (B.C.) of 1881 and the Union Funds subsequently merged in the Municipal Funds. The question of ownership of the acquired lands was at the time not taken into consideration, but the Municipality remained in actual possession, collecting rents. In the year 1885, on a recommendation of the then Commissioner of the Orissa Division, Mr. C. T. Metcalfe, c.s.i., Government was called on to decide whether the orders amalgamating the Town Improvement Fund with the Union Fund were intended to transfer to the Union and consequently to the then Municipality the land purchased in 1876 out of the Town Improvement Fund. After a visit to Puri and discussion with the local officers on the subject, Sir Rivers Thomson, the then Lieutenant-Governor, came to the conclusion that the lands already occupied by Government buildings or likely to be required at no very distant date for public purposes, are so situated as to render it extremely inconvenient to make over to the Puri Municipality any portion of the lands acquired in 1876. Sir Rivers Thomson also considered that to allow the Municipality to extend the town of Puri by building houses on the sea-shore would be objectionable on sanitary and other grounds and likely to lead to the gradual pollution of the site of the Civil station, which was healthy. Having regard both to the possible requirements of Government in future and to the sanitation of the locality, Government eventually decided to retain control over the lands and it was decided that the funds from which the lands were purchased being of the nature of a Municipal Fund should be refunded to the Municipality. The following orders of Government in the Municipal Department were communicated in their No. 3050 of the 30th December 1885:—

Decision of the Government of Sir Rivers Thomson.

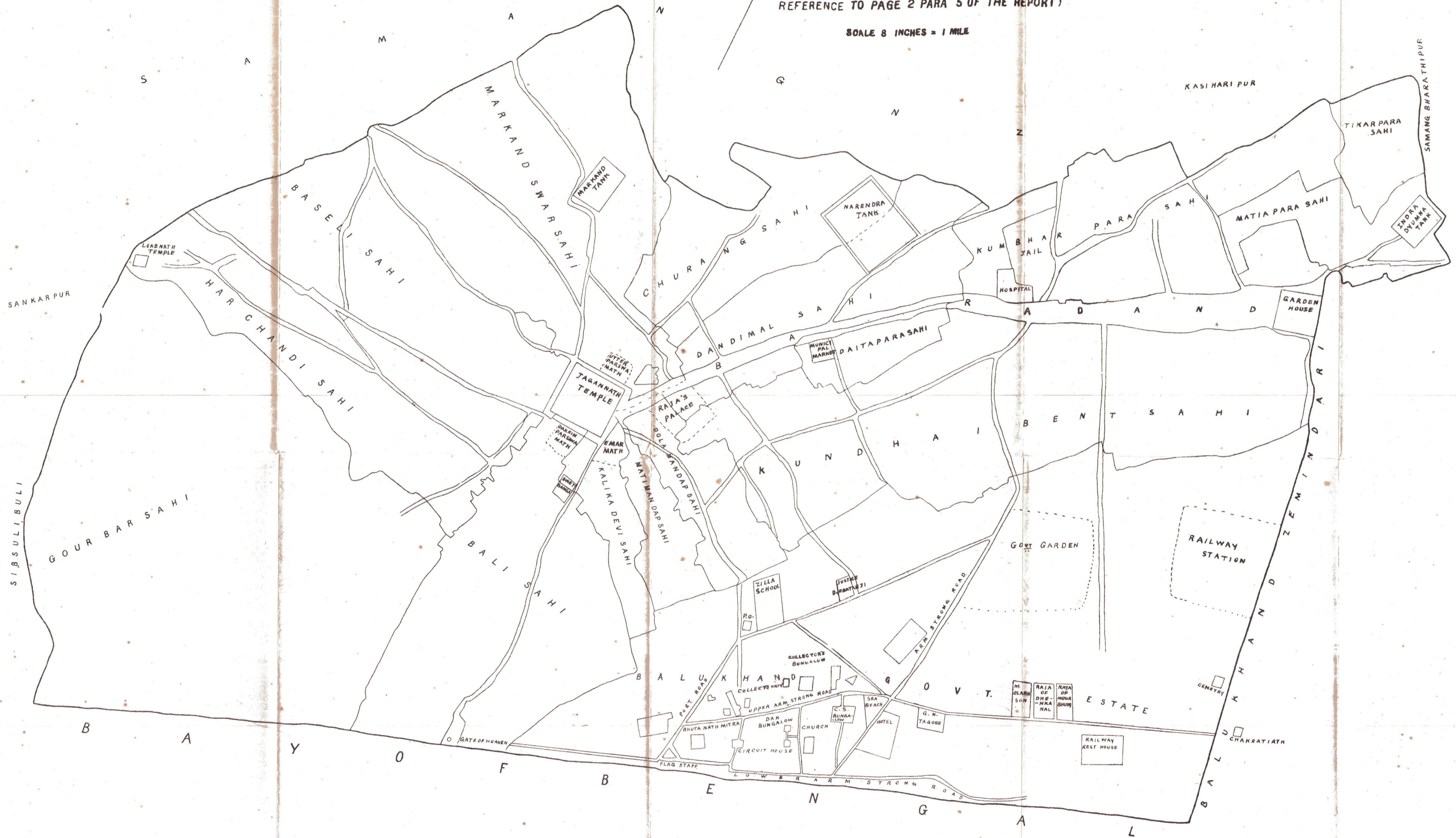
(a) To repay to the Municipality the sum of Rs. 2,120-12-11 paid for acquiring the land.

TOWN PURI

PLAN A

REFERENCE TO PAGE 2 PARA 5 OF THE REPORT

SCALE 8 INCHES = 1 MILE



(b) To declare that the orders of the 24th March 1880 were not intended and did not operate to transfer the property in these lands to the Puri Union.

(c) To treat the land as Khasmahal and to grant to the Municipality the Provincial share of their proceeds for expenditure on sanitary improvements. Since this order the Estate has all along been kept under khas management.

7. The whole of the area of the estate being a long bed of sand it was apparent that the land could be utilised for no other purposes except for residential buildings; but the authorities were alive to the fact that with proper control, test and money the estate was quite capable of growing into a model town and sanitarium. It was with this object in view that Mr. Armstrong, Collector of Puri, for the first time, laid out important roads in the estate which have been named after him and attempted his best to persuade many private gentlemen to build houses on the beach though with very little success. It was with the greatest difficulty that he persuaded Lokenath Roy to build the "Sea View" which is the present Civil Medical Officer's quarters.

A sandy ridge suitable only for residential purposes.

8. There was at that time, and even many years afterwards no prospect of any very great demand for private residences on the beach, the prevailing notion being that both on the score of health and comfort, proximity to the sea was a decided disadvantage, and it was not without great difficulty that people were induced to build houses even for the officials.

Buildings by private gentlemen—a difficulty.

9. The introduction of the Railway in Puri and the easy access with Madras and Calcutta which it afforded entirely changed the whole aspect of affairs. The District of Puri abounds in ample materials of abiding interest for the antiquarian and the lover of nature and this, coupled with the gradually growing faith of the people in the cool and salubrious effect of the sea breeze, eventually began to attract rich and enterprising gentlemen of leisure wishing to escape the heat of the metropolis during the summer months, and other holiday-makers and health-seekers to Puri; so much so, that by 1890 there were distinct indications that the place was being considered a popular health resort, and would at no distant date become a sanitarium. Although a few applications for building leases were received and disposed of at that time and signs of private enterprise were evident, no systematic attempts were made by the Civil Authorities to lay down a fixed policy of any kind for the proper administration of the estate

Introduction of Railway and the growing importance of the Civil Station.

10. In 1897 the estate was cadastrally surveyed along with the rest of the district and a record-of-rights prepared. At that time practically no houses existed in the estate except a few let out to Government officials. The rent-roll of the estate has consequently undergone considerable alteration and there has been a large increase owing to grant of innumerable leases. In the revision Settlement taken up at Puri in 1910-11 the estate was Khanapuried along with the villages of the rest of the district, but the attestation operations were stopped by a notification in the Gazette as the area was under the Municipality and did not come under the Bengal Tenancy Act.

Survey and settlement.

11. In this office letter No. 412, dated the 28th March 1901, Mr. Lusson, Collector of Puri, for the first time discussed the question of leases in the estate, but his report merely dealt with the question of the levy of fees on transfer of town Khasmahal lands. Later on, during the rainy season of 1901, Mr. Garrett, who succeeded Mr. Lusson, was called on to submit a full report, plot by plot, giving details of the tenancy with grounds of resumption where necessary, and to prepare a scheme for the estate.

Mr. Garrett's work.

12. In 1901 for the first time Mr. A. Garrett, the then Collector of Puri, took up the work of the improvement and administration of the Estate in right earnest and to him the estate is in a large measure indebted for its rapid growth, for its fine and splendid edifices, and its present prosperous condition. He brought to the notice of Government that the object (which by this time have been lost sight of) in originally purchasing the estate and in taking it away from the hands of the Municipality was to prevent the Port and the Civil Station from becoming insanitary, overcrowded and unhealthy and to maintain it in a proper state of sanitary efficiency. Having regard to the intention of Government and the

growing importance of the place as a sanitarium he thought it desirable that houses should be built under proper rules and regulations.

Mr. Garrett's scheme in a nutshell.

13. It is needless for me to recapitulate here the details of Mr. Garrett's scheme or to enclose with my report a copy thereof for the purpose of my present report, since conditions and circumstances of the estate have so materially altered as to entail any reference to that scheme to any great extent practically useless: but as that scheme forms the basis on which the present Civil Station was founded, I think it is necessary to furnish a summary of it only to show what the scheme was like and how far it has been worked up to or lost sight of in leasing out land in the estate. Unfortunately Mr. Garrett's skeleton map which accompanied his report, is now not forthcoming in the Collectorate Record-room and appears to have been destroyed through mistake. An extra copy of it not being available in the Commissioner's office also, a map of the estate showing the condition of the ground during the time of Mr. Garrett, has been prepared with the help of Babu Gokulananda Mahanty, who was the chairman in charge of the estate at the time for purposes of reference. A copy of this map (Plan B) is enclosed. This map is believed to be as correct a copy of the map prepared by Mr. Garrett as could possibly be made from memory by an officer who worked in the estate at the time.

14. The portion of the estate which was at the time gradually growing, Mr. Garrett divided into three blocks A, B and C, the excess area to the East (Ban-kimuhan) being shown in different colours in the map but not blocked.

15. The best portion on the sea front was marked Block A. At the time this block contained only the following buildings.

(a) Port Office and Port Officer's quarters.

(b) Circuit-House.

(c) Dak Bungalow.

besides two private houses—

(d) Church.

(e) The "Sea View" now occupied by the Civil Surgeon.

(f) A bungalow belonging to one Swarnamoyi Dasi and used as Salt Officer's quarters.

16. Mr. Garrett recommended that the two private houses should be acquired by Government and converted into official quarters and that no private houses should be allowed to be constructed on this block. He suggested restriction of further buildings in this block so as not to shut the sea breeze from block B and not to obscure the view.

17. Block B contained the principal public buildings. Mr. Garrett's suggestions were to reserve this block exclusively for Government buildings and Europeans. The want of proper accommodation for officials and European gentlemen of leisure wishing to enjoy rest and change was keenly felt at the time and consequently Mr. Garrett proposed that the lands in Block B should be in the hands of no one except Government and Europeans. He further proposed resumption of the existing leases in block B on giving three months' notice and a payment of adequate compensation to owners.

18. Mr. Garrett proposed a division of block C into three parts:—

(a) A portion bordering on the sea and marked in the map to be set apart for *Nulias* and *Haris* (Fishermen and Sweepers).

(b) The portion lying to the west of the Kutchery Road to be reserved for substantial Indian houses.

(c) The rest of the block to be set apart for respectable Indian houses.

The Nulia Sahi.

19. In Block C situated right on the sea-front was an elevated ridge known as the Nulia Sahi and Hari Sahi which was at the time occupied by wretched and straggling huts of the fishermen and sweepers who were notorious for their slovenly and unclean habits and who were a standing nuisance to the health of the Civil Station. Mr. Garrett proposed that this *bustee* should be cleared and resumed with a view to eventually letting them out to Indian gentlemen or Europeans for the purpose of building substantial masonry structures. It was not, however, thought equitable or desirable to turn the Nulias out of the estate for the simple reason that the history of

PLAN SHOWING DIFFERENT BLOCKS
 OF
 BALUKHAND GOVT ESTATE PURI
 AS PROPOSED BY MR GARRETT
 PLAN B

REFERENCE TO PAGE 4 PARA 13 OF THE REPORT

Scale 16 Inches = 1 Mile



Zincographed by Vandyke process in the S.&O.D. O.

Balukhand showed that these people were treated all along by Government with the utmost leniency. These people are Telegu fishermen by caste and were originally inhabitants of the Madras Presidency. On the outbreak of the Great Orissa Famine, the ancestors of these Nulias were induced by the then Collector of Puri, Mr. Wilson, to come and settle in Puri in order to help the Government in famine relief work, and as a recognition of their services they were allowed to hold lands in the Civil Station at a nominal rent. These people are the only class of seafaring men who could brave the sea at all weather and are extremely useful in rowing out cargoes of rice to the steamers which from time to time call at the Port. Mr. Garrett accordingly proposed that the existing huts of these men should be acquired and that they should be accommodated in barracks built on regular plans with due regard to sanitation, towards the south-western extremity of the estate.

20. Besides the tract which was divided into blocks a large area to the east of the estate for which there was no demand at the time was also shown on the map, as a portion capable of growing into fine building site if properly laid out. Mr. Garrett speaks of this area as follows:—

A large sandy area to be reserved for Europeans.

“Doubtless one day it will be built upon, but it is not the popular site of the estate and bridges and roads will have to be made. I should reserve this part for European buildings. This will be shown available for a hotel and a Sanitarium and if very hard by harbour were to be constructed this would be the place.”

21. Mr. Garrett proposed that entire areas might be leased to building speculators.

Entire areas to speculators.

22. Mr. Garrett proposed the absolute exclusion of pilgrims in blocks A, B and C.

Exclusion of pilgrims.

23. The questions of the rate of rent per acre, the scale of mutation fees and a suitable form of lease were discussed by Mr. Garrett who asked for orders of the Board on all the three points.

Other matters about leases.

24. Mr. K. G. Gupta, the then Commissioner of the Orissa Division, in submitting Mr. Garrett's proposal to the Board in his No. 1977R., dated the 25th September 1902, generally approved of Mr. Garrett's scheme of allocation subject to the following reservation:—

The Commissioner's observation on Mr. Garrett's scheme.

- (1) That the houses in blocks A and B to be built in European style suitable for European requirements, but not be owned or occupied solely by Europeans, as in the opinion of the Commissioner it was both invidious and undesirable to attempt to establish location on the basis of nationality by keeping out Eurasians or respectable Indian gentlemen who have adopted European habits of life.
- (2) As to the Collector's proposal for resumption of private houses in blocks A and B on payment of adequate compensation to the owners, the Commissioner pointed out that there might be difficulty in specifying the "public purposes" more exactly before any resumption proceedings could be taken, and accordingly he suggested that it might be possible to arrange with the lessees of those plots to exchange other equally good sites on block C for plots they were actually in possession of.
- (3) The Commissioner accepted the proposal of the Collector to clear block C of the existing *bustees* and huts belonging to the Nulias.
- (4) Mr. Garrett's idea of letting out entire areas to building speculators was not approved. The Commissioner suggested that no one should have more than one or at most two plots in the estate.
- (5) As regards exclusion of pilgrims in blocks A, B and C, the Commissioner did not think it desirable to insist it in block C. It was, however, considered inadvisable to allow any house in block C to be used as a Lodging House. The Commissioner thought it would entail hardship if *bona-fide* entertainment of pilgrim friends and relations by owners of houses in block C is forbidden.

(6) As regards rates of rent, the Commissioner held that it should vary largely according to sites; and in blocks A, B and C it should nowhere be less than Rs. 100.

The final approval of the scheme by the Board and their observation thereon.

25. The Board in their letter No. 376A., dated the 18th December 1901, accepted all the suggestions of the Commissioner, Mr. Gupta, and approved of the scheme. They also agreed to the necessity of laying out the whole of the block C and the unoccupied portion of the block B in small plots with intervening roads. The Board also discouraged Mr. Garrett's idea of letting entire areas to monopolists, but deemed it unnecessary to make any rule against one person acquiring more than two plots of land.

The fixing of the rent.

26. The fixing of the rate of rent was left by the Board to the discretion of the Commissioner.

The scale of mutation fees.

27. As regards the scale of mutation fees the Board decided that the scale should be that fixed by Government for other town sites, viz., 25 per cent. of the annual rental of the holdings.

Form of lease.

28. After a good deal of correspondence with the local authorities the Board issued the form of a draft lease to be granted in letting out land in the estate in their letter No. 171 A.D. of the 13th July 1902. A copy of the lease (*patta-kabuliyat*) as finally approved by the Board is enclosed for ready reference (Annexure A).

Steps taken to give effect to the scheme.

29. The orders of the Board were received on the 16th January 1902 and due steps were taken to give effect to the scheme. A progress statement of the work done within the six months that followed was reported by Collector Mr. Garrett. The map in which he illustrated the progress made in leasing out land and in allowing new houses to be built has also been lost. It appears, however, that the following progress was made:—

Block A.—

- (a) The owner of the private house "Sea View" appeared to have done nothing as to repairs to the house ordered by the Commissioner. The Collector asked instructions of the Commissioner as to what line of action he would take with regard to that house.
- (b) The proposal to acquire the Salt Officer's quarters was kept in abeyance owing to one Mr. R. Mitra having agreed to purchase the house and the Collector having considered him a desirable tenant on the ground that if the house be not acquired, there would be a saving of Rs. 2,150 to Government.
- (c) As regards the two sites leased to the Tagores in the Block they were asked to exchange them for equally good sites in block C, but no reply was received at the time from them.

Block B.—

- (a) Two private houses in the kutchery compound were removed and compensation paid to the owners.
- (b) The plot known as "Father Dacarre's" plot was arranged for acquisition by Government at a cost of Rs. 1,700.
- (c) A private proprietor, Babu Rabindranath Tagore, who purchased the old ruins of the District Engineer's quarters to the east of the Club, was asked to waive his claims to the plot and to accept in exchange another equally good site in block C.

Block C.—

- (a) The block was cleared of the *Hari Sahi* and *Nulia Sahi Bustees*. The *Nulias*, 75 in number, were given in exchange plots to the south-west of the estate near Swargadwar and adequate compensation amounting to Rs. 1,307 to build new huts. Forty of them having preferred to go to Bankimuhan to the east of the estate then uninhabited, were allowed to build their huts there. The *Nulias* having refused to live with the *Haris* (sweepers), these latter were given lands in exchange within the Municipal area beyond the estate.

(b) Several private houses with kutcha walls and roofs which were found to be insanitary were condemned and the owners were asked to rebuild them pucca with due regard to sanitation.

(c) The new Nulia *Bustee* was built as a model sanitary *bustee* in five rows with due regard to sanitation and was provided with three ring wells for water-supply.

30. As enjoined by the Board, the whole of the block C and the unoccupied portion of the block B were laid out in roads and divided into acre plots (each rectangle=316×316 links [Each rectangle=316×316 links]). Mr. Garrett reported that the scheme had materially altered the whole of the Balukhand, and had almost entirely changed the survey and the settlement operations which had just preceded his scheme. In the case of the Nulias, the Khasra numbers, areas and sites had undergone total alteration and as it was impossible to retain the jamabandi and map of the settlement, he proposed a revision of the jamabandi and the preparation of a new khatian for the remodelled Balukhand. He proposed that in the case of raiyats not affected by the change the settlement jamabandi would stand good, but in cases of those removed, a new jamabandi should be made and a new patta given.

Area divided into acre plots.

31. In order to show the great change which the estate has now undergone since Mr. Garrett's time, I think it would not be uninteresting to append with this report a list of private buildings existing on the estate at the time. (Annexure B).

List of private houses during Mr. Garrett's time.

32. The Commissioner of the Orissa Division, in his letter No. 1668B., dated the 16th August 1902, asked for an early settlement of :—

Commissioner's further observations.

(a) Repairs to "Sea View."

(b) The exchange of Tagore sites.

(c) The Salt Superintendent's quarters, *i.e.*, if negotiations with Mr. Mitra fell through, the house to be purchased on behalf of Government.

33. The Commissioner recommended that in laying out roads care should be taken that the main or arterial roads are not less than 30 feet wide; for others, the minimum width should be 16 feet. In the two adjoining roads the houses should be so constructed that their fronts or backs may face, but never should the front of one house face the back of another, and not more than one-fourth of the total area of a plot should be actually built over without special sanction. For less substantial and smaller houses in Indian style the Commissioner laid down that half an acre may be taken as the minimum, only half of which should be built over.

34. The Commissioner further sanctioned the preparation of a new jamabandi and a khatian for the remodelled Balukhand.

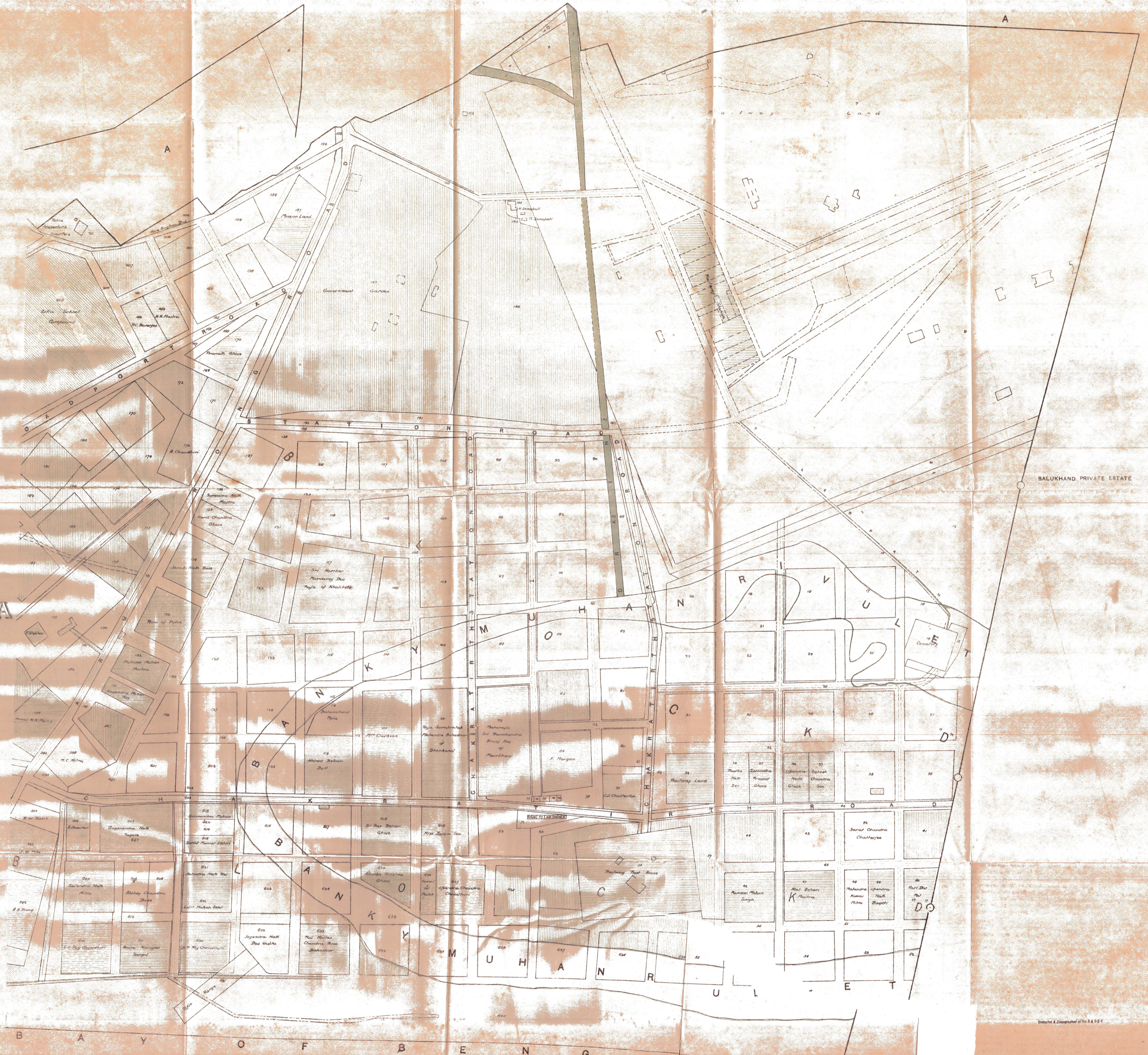
New Jamabandi and Khatian.

35. In Mr. Garrett's scheme and in the observations of the higher authorities thereon, we had therefore an excellent, clear and well-laid-out policy which Government intended to pursue with regard to this estate for its maintenance and proper preservation.

A clear and well-laid-out policy.

36. How far the scheme was worked up to in the years that followed, I have not been able to trace definitely for want of papers and correspondence relating to that period. Unfortunately, however, Mr. Garrett did not remain in the District to complete the work he had undertaken but left it on transfer on the 13th September 1902. That nothing of unusual importance was done in the estate is clear from what information is to hand. In the correspondence of the period available, especially after Mr. Delvinge's time, I find no mention of Mr. Garrett's scheme or any reference to it, and it is now very difficult to say whether during the past few years this scheme was entirely lost sight of, or, circumstances arose which necessitated a departure from the policy already laid down in 1902. I have been greatly handicapped by want of papers and and informations relating to the years 1903 onwards and, much that I wished to make my report a full and connected narrative, I am obliged to complete the history of this period rather abruptly with what little information I have been able to collect. There is however a confidential file regarding this

Impossible to trace if the scheme was properly worked up to.



BALUKHAND PRIVATE ESTATE

estate, left by the several Collectors who administered the estate, but I have not looked into it as you have been pleased to state that there is nothing in it which would be of any use for the purposes of the present report.

Work done during Mr. Delvinge's time. The period of lease.

37. Mr. Garrett was succeeded by Mr. Delvinge, during whose time the work started by the former was mostly completed. The question of the period for which leases in the Balukhand Estate should run came up for discussion and final settlement during this time. Mr. Delvinge was of opinion, that private gentlemen would not agree to build substantial houses if leases were granted for a period of 25 years; and he accordingly recommended that the term should be extended to 60 years. The Board, however, did not agree to Mr. Delvinge's proposal; but in their No. 4371A., dated the 3rd June 1903, recommended that the period should be for 30 years on the ground, that they saw no necessity for a long lease; if the rates of rent obtaining in the estate were moderate. The period of 30 years was accordingly fixed and sanctioned in Government order No. 1256 T.R., dated the 30th June 1903. The Board further laid down the principle, that in sanctioning the leases it should be seen that the class of house which is to be built should be proportionate to the size of the site, and the big house sites and the small house sites should so far as possible be blocked apart. The Board desired that it should also be made clear, that the Government revenue would be a ground revenue and would not take into consideration value of buildings erected. The revenue might vary with the advantages of the site, but only as a site, and not as a holding with buildings.

Revenue not to be affected by size of buildings.

No grant of new leases during Mr. Delvinge's time.

38. It is a curious and remarkable fact that no new leases were granted during the administration of the estate by Mr. Delvinge. I have not been able to trace any reason for this. No applications were made by private gentlemen to secure building sites, and the only explanation that seems reasonable is that private enterprise was at the time possibly at a low ebb. Mr. Delvinge was accordingly busy with the general improvement of the Tinconia experimental garden, which is the only Government garden in the estate, a short history of which will be found in one of the paragraphs to follow.

Mr. Blackwood and Mr. Mitter's time.

39. Mr. Delvinge was succeeded by Mr. Blackwood during whose administration, the largest numbers of leases were granted. The District Engineer tells me that during this time he prepared some building regulations under orders of Mr. Blackwood for Puri Town and Balukhand but they were not put into effect as the Municipal Commissioners did not approve of them. Then followed the administration of Mr. Mitter, who also granted a large number of leases in the estate. Private enterprise seems to have become so active at this time, owing probably to prevalence of plague at Madhupur and other health resorts and the place so greatly in demand that by the end of Mr. Mitter's time all the available nooks and corners and other favourably situated sites in almost all the blocks had been taken over and built upon. Even the sites to the east around Bankimuhan, which Mr. Garrett reserved for houses of the European pattern, were taken over by Bengali gentlemen who promiscuously built various sorts of houses, almost destroying the beauty and symmetry of the beach.

No information available as to policy pursued.

40. Although the estate seems to have grown almost to a congestible limit during this time there are no papers available to throw any light on the policy that was pursued with regard to the estate. Whether it was intended to create amongst a class of people a taste for house building at Puri which was found wanting at the time, or, whether the demand being great it was intended to increase the revenue by letting out all possible sites to applicants, is not clear, but the fact remains, that leases were freely granted, and houses were allowed to be built at the expense of beauty, symmetry and sanitation which was not contemplated in the sanctioned scheme. So far as it appears, Mr. Garrett's scheme was practically lost sight of in leasing out lands and leases were freely granted on the recommendations of the then Sadr Kanunges who were probably too lazy to refer to old papers and were in all probability sublimely ignorant of the scheme that had already been laid down for their guidance. The inference that the sanctioned scheme was not worked up to is strengthened by a study of the present state of buildings in the Civil Station and its ill-laid-out and congested areas.

41. A statement is annexed showing the names of Collectors who held charge of the estate from 1900 up to the present year, together with the number of leases granted by each for lands in the estate. (Annexure C.)

Statement of Officers in charge.

42. A second statement is enclosed showing the number of plots, the name of the lessees and the names of the Collectors in whose time the leases were granted. (Annexure D.)

Statement of leases and lessees.

43. Mr. Gourlay succeeded Mr. Blackwood, but was only in the District for three months. During this short period he took a very keen and active interest in the Balukhand and the estate owes to him a full and complete map and a perfect jamabandi. He studied the affairs of the estate from the very beginning and in the papers of his time, we find the mention of Mr. Garrett's scheme which was probably for the first time got out of the record-room. He ordered Babu Sudarsan Das, Settlement Officer of Parikud, to survey the whole of the estate and to divide the whole area into acre plots and to show the buildings and roads on the plots; in other words, to make a complete map showing the actual state of ground existing at the time and to prepare a jamabandi. This was duly done and Mr. Gourlay's map is the most perfect map of the Estate which we now possess. Several copies of this map were printed and kept in office. A printed copy of Mr. Gourlay's map is enclosed for reference (Plan C). The area was not however blocked, but for the purposes of leasing out Mr. Garrett's blocking was followed. Unfortunately, however, Mr. Gourlay was not long in the district to complete the overhauling of the estate which he seems to have begun in right earnest.

Mr. Gourlay's time.
Mr. Gourlay's map and jamabandi.

44. Nothing of a very important nature was done in the estate in the years that followed, excepting the grant, off and on, of a few leases and other matters of a routine nature affecting the Khasmahal.

Nothing of importance in the years that followed.

45. Before dealing with the report of the field-to-field enquiry just completed in the estate I propose to make a digression, by furnishing a short history of the Tinconia Garden attached to the Balukhand Estate. Mr. Armstrong, Collector of Puri, intending to create a taste for gardening amongst the people of the place for the first time planted a few casuarina and other trees on the site now known as the Tinconia Garden. After he left the District the maintenance of the garden was placed in the District Engineer's hands who managed it for some time. In 1894 the garden, measuring more or less 3 roods 15 poles and 11 square feet, was leased out to the then Collector, Mr. H. R. H. Coxe, at an annual jama of Rs. 2-10-3. The garden was also extended to its southern site and a number of casuarina trees were planted. Mr. Coxe was transferred from the district in February 1895 and the garden was placed in the hands of the Sadr Kanungo under the supervision of the Collector and the Khasmahal Deputy Collector. During the year 1896-97, 2,207 casuarina trees were planted at a total cost of Rs. 502-2-0. The work was managed by three permanent and certain temporary coolies. In 1897-98 the work was carried out on an extensive scale by eight permanent malis and 20,993 casuarina and 23 polang plants were planted and nourished. They were planted on both sides of the road near the flagstaff and the cemetery. Besides these, about 15,000 casuarina seedlings were prepared for 1898-99, the total expenditure coming to Rs. 1,528. In 1898-99, three malis were engaged to grow casuarina seedlings from the seeds supplied by the Calcutta Royal Botanic Garden, and the remaining 5 malis with 27 temporary men were engaged in watering the plants grown during the years 1896-97, and 1897-98, namely about 23,430 plants. Some English and country vegetables were once experimented upon on a small area, but as the crop did not grow well this was abandoned. Thus from 1896-97 to 1898-99 large sums were spent every year in planting casuarina trees only, and the large number of trees now seen in the estate was planted during this period. The soil of the estate being unmixed sand was considered to be unfit for the cultivation of any crop or for the growth of any other kind of tree. The constant blowing of the south-westerly breeze from the sea with much force, was another obstacle to

Tinconia Experimental Garden.

the healthy growth of any other tree. A sum of Rs. 2,030 in all, was expended in planting trees in this estate during this period without any corresponding income from this source. In 1899-1900, another plot measuring 200 by 100 to the east of the Tinconia Garden was also enclosed and added to the area of the garden for experimenting potatoes, English and Country vegetables. During this year 7 permanent malis with a head mali and 8 extra malis were engaged in watering the young trees and in removing the cactus and other sorts of jungle-growth in the estate. A very large amount was spent in collecting a large quantity of earth and rubbish to prepare this area for cultivation. Potatoes, English and Country vegetables were then grown. During the years 1901-02 and 1902-03, certain mango grafts, seedlings of lemon, loquat, oranges and plantain plants were brought down from Malda and Lucknow and were planted in such manner as to be protected from high winds by the casuarina trees. Besides these, 36 jack-fruit trees, 267 polang, 103 arjun, 166 cocoanut and 17 mango trees were planted in the northern and eastern sides of the vegetable garden, on both sides of the Upper Armstrong Road, in Bankimuhan and behind the Collector's new bungalow. Eight permanent malis continued to work during these years in watering the young plants and in growing English and Country vegetables, in 1901-02 and 1902-03. In June 1902 a muharrir on a monthly salary of Rs. 8 and a chaukidar on Rs. 5 were appointed and the pay of the 7 malis was increased to Rs. 5 each.

46. Mr. Delvinge took a very keen interest in the garden and he found that considerable money had been wasted on the garden owing to the entertainment of useless and superfluous hands. The establishment of the malis was accordingly reduced to 6 under his orders, dated the 2nd September 1903. He found that the local malis had no knowledge of gardening and so he imported 4 men from Cuttack at an increased pay to replace the old men. In September, 1902 one cartman was added to the establishment. There were 2 bullocks for carrying manures, etc., and the annual cost of the establishment was Rs. 672.

The gardening
—a failure from
financial stand-
point.

47. Mr. Delvinge attempted his best to improve the garden from a financial standpoint but the result was not achieved. I annex a statement (Annexure E) to show the receipt and expenditure from the garden from 1901-02 to 1903-04. It will be seen that the garden was worked at a considerable loss. The establishment was still however maintained as it was thought that in future affairs will improve. The apparent loss in past years was attributed to the following reasons:—

(1) That large sums had to be spent in obtaining earth and manure to make the soil, which was pure sand, fit for cultivation.

(2) That a number of malis was employed in maintaining the casuarina and fruit trees from which no income was derived during these years.

During the time of Mr. Blackwood it was apprehended that the Balukhand Garden could never be made into an exemplary garden so as to serve the purpose of teaching the people better cultivation of crops than it was done elsewhere and of inducing them to follow the process by showing that the process was less costly and more gainsome. The primary object of Government in maintaining such gardens in Government Estates could not be achieved in Balukhand simply because the soil was found to be of unmixed sand and incapable of retaining moisture and supplying nourishment to the trees. The sea breeze also was found to be detrimental to the growth of trees. Mr. Blackwood, however, recommended the retention of the garden from an artistic point of view and for the purpose of improving the soil of the estate. The idea of teaching the raiyats or of creating taste in them for gardening was of course, given up as hopeless. The muharrir and chaukidar were abolished and a head mali was made responsible under the supervision of the Sadg. Kanungo.

The garden re-
tained.

48. The garden was accordingly kept up and its area now comprises 17.25 acres. There are 3 plots in the garden, one devoted to vegetables, another to flowers and the third to fruit trees, besides a large casuarina plantation. During the past few years the garden has passed through various stages. Large amounts of money had been spent on it without any corresponding gain and it

has spasmodically thrived or deteriorated according to the interest taken in it by successive officers who held charge of the estate.

49. The flower garden consists mostly of season flowers and bears indication of having had a bad keep up. Flower portion of the garden.

50. The fruit garden consists of pumelos, oranges, leeches, guavas, papaws and mangoes. Fruit portion of the garden.

51. The vegetable garden had different crops of English and Country vegetables grown on it in the past according to the tastes and likings of the officers who held charge. The recurring expenses were met from the improvement grant of Government Estates. Vegetable portion of the garden.

52. A statement is enclosed (Annexure F) showing the amount spent on the garden from the year 1904-05 to the year 1911-12 and the amount realised from the garden by sale of garden produce. It will be seen that the garden has been worked at a tremendous loss to Government. The garden establishment was revised and sanctioned by the Commissioner in his letter No. 347, dated the 1st March 1912 and consists now of:— Figures of expenditure up to date.

	...	...	Rs.
4 <i>malis</i> at Rs. 7 each per month	...	...	336
1 <i>malis</i> at Rs. 6 per month	...	...	72
Municipal tax for garden	...	...	34
Total			442

53. The garden was all along in charge of the Sadr Kanungoe under the supervision of the Khasmahal Deputy Collector. It has been said that the ground being very sandy the experiments generally failed and the large cost was due to earth and cowdung having been obtained from a distance at a considerable cost. In face of this explanation, it is difficult to say whether the loss was actually due to the failure of experiments owing to natural causes or to want of proper and efficient supervision. If the loss was due to the former cause, experiments should have been abandoned long ago. Mr. Blackwood's idea was to keep up the garden from an artistic point of view, and this object could have been fulfilled by the keeping up of a moderate staff at a comparatively less cost, without launching into further experiments with vegetable and other trees. If the loss was due to this cause the question of further experiments must now be seriously considered.

54. On the other hand it seems quite possible that the money spent might not have been properly utilised in the past. So far as I can glean from the old papers I am not satisfied that the Sadr Kanungoes who held charge of the estate ever took any interest in the garden. Want of supervision.

55. At any rate the figures of the receipts from and expenditure on the garden are sufficiently alarming and a new and safer policy must therefore be followed in respect to this garden for the future. Definite recommendations with regard to this garden will therefore be found in the new scheme in the paragraphs to follow. Need for a future policy.

56. In order to ascertain the actual state of affairs existing in the Station at the present moment and with a view to overhaul the whole situation from a complete sanitary standpoint, a field-to-field enquiry of each plot comprised in Mr. Gourlay's map of the estate had just been completed, the result of which I now submit for your orders. Mr. Gourlay's map of the estate only showed the whole area divided into acre plots distinguishing the plots already leased out from those lying vacant. This map was slightly revised under orders of Mr. Commissioner Egerton in June last to show in the plots leased out the names of the lessees in actual possession. The informations regarding the plots shown as vacant were therefore not available and in each case of an application for a vacant plot a local enquiry was deemed necessary to find its exact situation and condition of the ground. In order to have full and complete notes about the estate I have now prepared a brief history of each plot comprised within the map as ascertained by survey and actual inspection of ground. With a view to make the report as brief and terse as possible, I have incorporated my scheme for the preservation of the estate in the body of the report showing the result of the field-to-field enquiry; and, all recommendations contained therein. Report on the field-to-field enquiry.

regarding the future disposal of each plot are submitted for your approval. In the case of plots where no specific recommendations have been made it may be presumed that the present condition of things will continue for the future.

57. In making my recommendations I have carefully kept in view the instructions contained in Mr. Commissioner Egerton's letter No. 942-R., dated the 19th June 1912. The suitability in each case of the site proposed as available for settlement for a new building has been fixed in reference to the existence of other buildings, and particular care has been taken not to recommend any site as available for settlement where the construction of a new building is likely to shut out light and air from an existing building or to destroy the general appearance and symmetry of the sea-front in any way.

58. In Appendix A will be found a brief history of the plots of the estate with recommendations as to their future disposal.

Reduction of all important matters where action seems necessary into a focus. 59. I have also dealt in that Appendix with a large amount of matter in respect to the lands in the estate which are scattered over several pages. In order to facilitate institution of cases in respect of plots where action seems necessary, I have collected together from the report the necessary data and enclose them in the form of statements for ready reference and speedy disposal.

Cases where action under Clause 13 of the leases to be taken. 60. A statement is enclosed (Annexure G) showing plots with respect to which resumption proceedings are contemplated after cancellation of the lease under clause 13. If the actions proposed are approved a miscellaneous case will forthwith be started with respect to each plot and the lessee in each case given an opportunity to show cause why his lease should not be cancelled for breach of condition of clause 13. In the new scheme map accompanying this report (Plan D) all such plots have been shown half in white and half in burnt sienna. The plots in respect of which resumption proceedings may fail will be coloured red, and those in respect of which resumption proceedings may succeed will be coloured fully in burnt sienna if the plot is recommended as available for resettlement after resumption, to be eventually coloured red when a resettlement is effected. For plots in respect of which resumption proceedings may succeed but which have been recommended to be reserved and closed to all future settlement, the colour is green as all green plots and uncoloured plots in the map (Plan D) represent the area which is either unfit for settlement or is to be reserved or is recommended to be closed to all settlement for specific reasons.

Cases where action under Clauses 8, 9 and 10 of the lease is contemplated. 61. A statement is annexed (Annexure H), showing the number of plots, and the name of the lessees of such plots against whom proceedings are recommended under clauses 8, 9 and 10 of the lease. In these cases also if the actions proposed are approved a miscellaneous case will be started against each lessee who will be asked to furnish what explanation he has to offer and each case decided on its merits. In cases of unauthorised additions to buildings and erection of new out-houses without permission and also in cases of cutcha insanitary huts I recommend that very little consideration may be shown and, in view of the gradually growing congestion, I venture to suggest that such structures so far as possible may be ordered to be demolished. But in cases of structural alterations and digging of unauthorised wells, you may in exceptional cases, to prevent hardship, be pleased to relax the terms of the lease and accept from the lessees revised plans for the purpose of legalising such alterations.

Cases where action under clause 11 is contemplated. 62. Another statement is enclosed (Annexure I) showing plots on which buildings were found to be generally insanitary and unclean. As this is an important matter affecting the health of the Civil Station and is a subject on which I can make no specific recommendation save and except observation of a general character, I venture to suggest that either the Health Officer or any other officer to be deputed by him may be asked to inspect the buildings in question in company with the Sadr Kanungo and to make specific recommendation for the improvement of the houses and their surroundings. On receipt of the Health Officer's report the lessees may be ordered to carry out the proposed improvements under the powers vested in you under clause 11 of the lease.

63. A fourth statement is annexed (Annexure J) showing the names of the lessees who have encroached on Government land and who hold more land than what they are entitled to, under the lease. In these cases notices may also issue on the lessees to remove the encroachments to the satisfaction of the Department within an allotted time to the lessee. The Sadr Kanungo may be directed in each case to go to the spot and show by actual measurement on the ground the area encroached upon in each case. Cases of encroachments where action is necessary.

64.* Next I come to the improvement of the Civil Station. The first thing we ought to do is to abolish the *bustees* altogether from the station or at least remove them from the vicinity of respectable quarters making proper arrangements for the poor working classes to live in specially selected areas within the station under improved sanitary conditions. It is the peculiar misfortune of the Bankimuhan area of the estate that the most beautiful mansions of the rich and the ugliest and most insanitary *bustees* of the poor jostle together. Removal of Bustees.

65. Accordingly the first important thing I shall recommend is the removal of the Nulia *Bustee* from the Bankimuhan area. The Nulias were allowed to build their huts on this site at a time when there was no demand for land in this area. This portion of the estate has since grown rapidly and is now one of the finest positions in the estate. Surely, an insanitary *bustee* of twelve huts of these slovenly people cannot be allowed to remain in the very heart of this fine and well-situated area, occupying as they do both sides of a populous road like the Chakratirth Road. I had valuations made of these huts and a sum of Rs. 436 has been estimated as the probable cost of acquisition. Enough accommodation will be found for the Nulias in the present Nulia *Bustee* to the south-west of the estate and I find these men perfectly willing to migrate there. I accordingly recommend that in the best interest of the estate the *bustee* may be acquired and cleared at an expense of Rs. 436 within the current year. The cost may be met from the Khasmahal Improvement grant. As the present year's grant is not sufficient to cover the expense I venture to suggest that the Board may be moved to grant the amount from the funds at their disposal kept reserved for unforeseen charges, if you approve of this proposal. Removal of the Nulia Bustee at Bankimuhan.

66. Before coming to definite suggestions in detail I would like to give prominence to some general considerations which should form the basis of the improvement work in order that it may satisfy the entire community, whether European or Indian, rich or poor, and be productive of the best results under the existing circumstances and with the means available, thus doing the greatest good to the greatest number. Of course, it is extremely difficult if not impossible to draw a line of demarcation to show exactly where necessity ends and luxury begins. But there are degrees of necessity as well as of luxury and for all practical purposes it does not require any great effort to decide as to which of any two measures is more useful, more urgently wanted, and expected to benefit a large number of people. In formulating the present scheme I have kept in view the principle enunciated above. General Considerations.

67. The next point I will have to deal with is the question of providing quarters in Balukhand for the Muhammadan peons of the Collectorate and Civil Courts in Puri. The town of Puri being essentially a holy place of Hindu pilgrimage it is very difficult for the Muhammadans to obtain quarters in the town. Previous to Mr. Garrett's time these Musalmans lived very close to the Nulia Sahi in Block O. When this block was cleared of all *bustees* these Muhammadans, who were chiefly duffries, khansamas, and chaprasis, were rendered homeless. They were offered by Mr. Garrett some land in the present Nulia *Bustee*, but the Musalmans objected to live with the Nulias. Mr. Garrett eventually selected for these men a site to the west of the Sadr police-station of which the area was about 75 acres. The site is a low-lying area that could not at any time be coveted for any substantial building purposes and is screened by the police-station buildings. Owing to the delay in selecting sites for these men, they went and obtained settlement of certain land outside the town from zamindar Babu Harish Chandra Ghose. This state of affairs continued till February 1911 when these men were served with notices to quit their homestead by their zamindar. These Musalmans then Quarters for Muhammadan peons.

petitioned Mr. Clark, the then Collector, for obtaining settlement of certain plots in the Balukhand. The matter was accordingly reopened and the identical plots selected by Mr. Garrett, *i.e.*, plots 217 and 221 of the map (Plan D) were eventually selected. Mr. Clark wished that a model sanitary *bustee* should be built for these people on these plots at their own expenses and in pursuance of his orders the District Engineer prepared a sketch of the *bustee* with a pucca drain round it which Mr. Clark particularly desired, the estimated cost of the drain being put down at Rs. 800 to be met out of the Khasmahal Improvement grant. The matter appears to have halted at this stage for more than a year through the apathy of the Sadr Kanungo who apparently shelved the record of the case, and is still hanging fire. The Muhammadans and duffries, numbering about 30 to 40 persons, are still willing to take lease of the plots, and steps may now be taken to lease out the plots to them at a nominal rate which you may be pleased to fix so that the building of the huts may be started by them according to the District Engineer's plan. As regards Mr. Clark's recommendation to spend Rs. 800 from the Improvement grant for a pucca drain, I venture to suggest that the work will be nothing of the nature of an improvement to the estate and will benefit only a certain class of people. The expenditure is however only justifiable on the ground that the lessees are poor people and are useful servants of Government who have peculiar difficulty in the station and have accordingly some claims for housing. If you share this view, Mr. Clark's wish may be carried out. Should you agree with me that the expenditure is not desirable I would suggest that the District Engineer may be asked to prepare another plan of a model *bustee* without the pucca drain, the plan being checked by the Health Officer from a sanitary point of view. As the plots in question are situated to the back of the estate, particular symmetry or neatness of the barracks may not strictly be insisted on so long as they are sanitary. I do not think these poor men would be able to afford the cost of an elaborate drain.

Sites to be reserved for unforeseen public purposes.

68. As the Civil Station is gradually growing into importance, another matter in connection with this scheme requiring attention is the selection of sites in the estate to be reserved for unforeseen public purposes. I have selected and reserved all available and good sites for such purposes and recommend that they should never be leased out in future to private gentlemen. The plots so reserved are plots 288, 555, 574, 571, 583, 584, 585, portion of 590, 586, 564, 566, 527, 537. These plots have accordingly been coloured deep blue in the map accompanying the report (Plan D).

Lieutenant-Governor's Circuit-House.

69. Out of the plots so reserved an area may have to be selected and set apart in the event Government would desire to build a new Circuit-House at Puri for use of His Honour the Lieutenant-Governor of Bihar and Orissa. The Commissioner, Mr. Egerton, during his summer tour in Puri, asked me to select a site in consultation with you. Agreeably to those instructions a map of the Bankimuhan area was prepared, and during his recent visit to Puri, His Honour the Lieutenant-Governor inspected some of the sites available. I understand the site will eventually be selected by an Advisory Committee to be appointed for the purpose. The plots marked blue on the map will accordingly be laid before the Committee in due course when the matter comes up for decision.

Opening up of Casuarina Garden behind the Collector's house.

70. I now come to another matter connected with the scheme which must be carefully considered in the light of existing circumstances. I mean the advisability or otherwise of opening up a portion of the Casuarina Garden to the back of the Collector's house, plots 554, 201 and 200 and converting them into building sites. These plots were formerly grown with the casuarinas as no other plants were suitable for the purpose. Later on the Tinconia Garden was started and a very large numbers of casuarinas were planted in this garden and they now form the finest casuarinas we have in the estate. The trees on the plots under report have grown widely. Some of them have attained sufficient size and maturity whilst others have been shorn of their leaves by the sea breeze and look quite bare and useless. These trees have completely shut out the sea breeze, light and air from the houses situated in Block C to the east of the Port Road. Besides, these trees, with the cactus hedge around have converted the place into a veritable jungle which has become the favourite easing ground of all pedestrians and also of the people living in the

neighbourhood and the abode of jackals and snakes. In the mornings and evenings a very bad stench rises from this garden which reaches every one who happens to pass this way. It appears to me desirable that the area should be cleared in parts by cutting and removing some of the casuarina trees and the vacant plots so obtained converted into building sites on the western portion of the Port Road. A few houses on these plots will no doubt improve the beauty and sanitation of the site. I would not, however, recommend that all the casuarinas should be cut, but only such of them as may be necessary to admit the sea breeze and light into the houses on the Port Road and to prevent the area being used as a public nuisance of the neighbourhood. A long row of Casuarinas may be conveniently left to the back of the Collector's bungalow and only the roadside trees cut and removed so as to clear the dark areas and to convert them into fine building sites. There are at present enough casuarinas in the estate and no compunction need be felt to remove these trees from this site as the action proposed will decidedly improve the place. If my proposals, are approved, the District Engineer and the Health Officer may be consulted as to the area to be cleared to open up the site. I would not recommend more than three building sites on this area of an acre each. As the area lies in Block B the plots so obtained may be reserved for unforeseen public purposes especially for the future quarters of Government officials about which I shall deal in one of the paragraphs to follow.

71. The Port Road throughout its length should be closed to pilgrims Closure of at all seasons of the year, especially during the Car festival. What is generally Port Road to done now is to close the Armstrong Road, but the Port Road is kept open pilgrims. from the Post Office to the Flagstaff. Although Block C is situated to the east of the Port Road, the road itself runs through the very nose of Blocks A and B where the European quarters and Kutcheries are situated. I see no utility whatever in closing the Armstrong Road whilst the Port Road is kept open. If this road is defiled and cholera and other epidemic diseases break out amongst the pilgrims, the European quarters of Blocks A and B, which are contiguous to Block C, are not at all safe. It is therefore absolutely necessary that pilgrims should be excluded from using the Port Road. To allow the pilgrims to bathe in the sea below the flagstaff and to defile the beach around also appears to me to be a dangerous practice as the flagstaff is quite close to the European quarters. I would accordingly recommend that the Port Road should be closed to pilgrims and that all pilgrims may take the usual route to Swargadwar Ghat *via* the Bali Sahi and town. Another road is being proposed in the present scheme from plot 262 to Messrs. Minchin & Company's godown where it will connect the Sea-beach Road to Swargadwar. This road will join the Matimandap Sahi Municipal Road and will be the shortest route to Swargadwar from the town *via* the Balukhand. The road will pass by the back of Block C, and this road may be kept open for pilgrims and also for the conveyance of dead bodies from the town to Swargadwar. Personally I am of opinion that the whole of the Civil Station and its roads should be closed to pilgrims, but if any concession is made for them they may be allowed to use this road. Early steps may be taken to begin the construction of this road. I am including this in my five years' improvement programme.

72. In this connection I would bring to your notice the extreme laxity Abuse of Clause prevailing amongst the house-owners of Block C, especially the portion of it 18 of the lease. which abuts on Blocks A and B (which are the European quarters of the station) and the utter abuse of clause 18 of the lease by the house-owners of Puri. The wordings of that clause are quite explicit. That clause was introduced in the lease in pursuance of a suggestion made by Mr. Commissioner Gupta, who was of opinion that it would be a hardship if owners of houses are not able to entertain their pilgrim friends and relations during a festival. But the house owners have misconstrued this clause and have been largely letting their houses to pilgrims especially during the Car festival. I have personally seen pilgrims being accommodated in almost all the houses belonging to the late Rai Haribullabh Bose Bahadur and also in other houses in Block C. The local agents of the owners explained by saying that these houses were let out for a month to one person in every case who came for a change of air but brought a large retinue with him. This is presumably giving

colour to the whole affair. When a house is rented for a month during the Car festival it could safely be presumed that the person who hired the house came on a pilgrimage, but as all Hindus who come to Puri, whether pilgrims or not, visit the Temple during a festival, a proper definition of the word "pilgrim" becomes an impossibility and the lessees have from time to time taken advantage of this position. The result is, that all houses are accordingly let out to pilgrims, while it is given out to the public that the occupants thereof are *bona-fide* health-seekers. There is nothing whatever in the lease which requires a lessee to take the Collector's permission before letting out a house which renders the position difficult and it appears to me that there are sufficient loopholes in clause 18 of which advantage is being taken by house-owners much to the detriment of the health of the Civil Station. In some of the houses in Block C cholera broke out this year as a result probably of promiscuous defilement and overcrowding. If the Civil Station and the Port is to be retained in a state of sanitary efficiency steps must be taken to exclude all pilgrims from the houses situated in Block C or at least that portion of it which is contiguous to Blocks A and B (this area has been marked with dotted lines in red on the plan accompanying this report). I would accordingly recommend absolute exclusion of all classes of pilgrims from houses in Block C. Nothing contained in my recommendations will however prejudice the rights of a permanent resident in the station or people living for some considerable time at Puri from entertaining *bona-fide* pilgrim friends and relations in their houses in Block C.

Measures proposed.

73. The best way of ensuring this would be to call on the lessees in Block C, or if you approve of action with respect to a limited area marked in red dotted lines on plan D, then the owners of houses in that area only, to execute an agreement that they shall not let their houses to any person at the time of any festival, and all houses which have not been rented three months before the Car festival to *bona-fide* health-seekers are not to be let out at all and must remain vacant till the festival is over without your special permission. So far as I can gather, clause 11 of the lease gives you power to issue an order to this effect, as the action proposed is of the nature of a sanitary improvement: but if you consider that legal difficulty may arise, the special orders of Government may be taken in the matter. This seems to me to be the only possible remedy if we have to keep out cholera and other epidemic diseases from breaking out in the Civil Station after a festival.

Removal of Congestion.

74. No one, I believe, will deny that Puri is getting more and more congested and that this state of things is sure to continue unless and until grant of leases are stopped in certain areas. In Appendix A I have made my recommendations regarding the plots that must be kept reserved to prevent such areas getting congested. The first and foremost of our improvement work must therefore be the relief of the present congestion. The great problem of giving in some cases sites in exchange to the lessees and paying compensation for houses that may have to be acquired and pulled down is inseparably connected with the opening up of congested areas. Sufficient mischief has not yet been done, and although at parts the congestion is great and the symmetry of the sea-front has been tampered with, schemes of buying up substantial structures and demolishing them to open up areas, I venture to think, are not financially sound. I would accordingly suggest that big masonry buildings should be left as they are and only plots leased out and not built upon and other insignificant houses and huts resumed and acquired to open up the area. The area from the flag staff to the Swargadwar portion of the beach is at present very congested. I have accordingly recommended that plot 504 should never be leased out, that plots 517 and 516 leased to Maharaja Manindra Chandra Nandi and not built upon should be exchanged for other sites towards Bankimuhan, that the huts and other kutcha bungalows in plots 512, 511 and 510 should be acquired and demolished. This will require either very little or no compensation, as the huts have been made in contravention of the terms of the lease. This area will thus be completely cleared up and all the houses in the neighbourhood will get sufficient light, air and ventilation. The other area in the estate which

is also very congested at present is the area round the Tagore house "Patharpuri". The new house being built by Babu Akhoy Chandra Bose on plots 608 and 608A should, if possible, be stopped to prevent congestion and the plot kept vacant. I have already made my suggestion that the Tagores' whose house it will benefit, should acquire the plot but not allowed to build on it, an equally good site being given to Babu Akhoy Chandra Bose in exchange by you. The long row of privies standing on plot 611 congesting the area and destroying the symmetry of the sea-front may be ordered to be demolished, although the owner may claim compensation for damages as the privies were already built under sanction. Mr. J. N. Das Gupta, who has taken settlement of plot 632 and has not yet built his house, may be persuaded to give up the plot which should be reserved to prevent congestion of the area. He may in exchange be given another plot from amongst those to be declared as available for settlement. If these arrangements be arrived at, I think the congestion round these parts will be well nigh removed. If the settlements proposed cannot be arrived at, these plots may be resumed by Government although it will be rather difficult to specify the public purpose. Besides these, two areas, the area round plots 46, 47, 48, 49 and 50 is about to get congested. I have already recommended that plot 43, the lease for which had just been cancelled, should not be resettled again and the certificate sale in respect to it cancelled, the auction-purchaser being given the refund of his money. To safeguard congestion of areas in future I have made careful recommendation regarding grant of future leases in Appendix A of this report.

75. I now come to the question of letting of houses in the Balukhand Estate. Most of the houses on the beach, with very few exceptions, are let on hire to visitors who either come for a change of air or for a visit to the Temple. During the summer months and the Pujas the number of health-seekers and holiday-makers is very great and not a single house remains vacant. Throughout the year there is a steady influx of all kinds of patients coming from various parts of India, generally suffering from lung diseases. It is generally acknowledged now that the ozone in the sea breeze is a specific for consumption and phthisis and by far the greatest number of consumptive patients now regularly visit Puri. The house-owners of Puri accordingly have a busy time of it, and the building of houses in the Civil Station has already become a matter of speculation. Rents have gone up by leaps and bounds and the smallest straggling bungalow on the beach now fetches Rs. 50 a month, not to speak of big masonry structures which fetch from Rs. 150 to Rs. 300 a month. Owing to the house-owners making no discrimination in the matter, every house runs the risk of being contaminated with the phthisis bacilli and there is not a single house now in Puri which has not more than once been let out on hire, to patients suffering from this dreadful disease. Besides, the house-owners whose one object has now become the making of money out of their Puri property, usually obtain fancy rents for their houses from these people and find it convenient to let the houses on hire to such tenants than to *bona fide* health-seekers and holiday-makers who would not part with so much money. Most of the house-owners have local agents at Puri who have naturally no interest for the sanitation of the houses in their charge and whose great aim is to obtain as much rent as possible so that their share of the commission in the transaction may be greater. Anyone who has been long in Puri will be able to bear testimony to the fact that all the houses in Puri are more or less contaminated. On the 4th of June 1910 an article appeared in the *Bengalee* which attracted the attention of the Hon'ble Mr. Slacke, then Member of the Bengal Board, an extract of which was forwarded to Mr. Clark, Collector, for a report as to the truth or falsity of the allegation. The extract was as follows :—

Question of letting of houses in Balukhand.

"Barring those houses which are situated in the town meant for the residences of the pilgrims, the houses on or near the Sea Beach fetch almost fabulous rents. A flat containing two rooms, a bathroom and a kitchen easily fetch Rs. 60 a month but the pity is that even with such high rents houses are not available and people have to go away disappointed. In this connection I think the

house-owners ought to make a discrimination in the matter of promiscuously allowing their houses to be occupied by patients suffering from such infectious or contagious diseases as Phthisis or Beri-Beri. I don't know how many houses have been contaminated by the admission of such patients and again these are let out without the least scruple to healthy people. This is one danger of occupying houses on the sea beach and intending sojourners cannot be too cautious in this respect."

In forwarding this extract Mr. Lister, who had probably the form of lease in his view, enquired whether the allegation is correct that various owners of houses are using their houses as lodging or boarding houses without the Collector's permission. Mr. Clark replied by saying that there is nothing in the form of the lease to prevent the houses in the estate being let on hire although lodging houses and boarding houses required the Collector's permission, but that he had called on the lessees to explain how they reconciled clauses 18 and 19 of the lease. A further report was accordingly promised to the Board. In spite of a reminder from the Board on the 29th September 1910, no further report was made. The matter appears to have halted there, although the Board wanted definitely to know whether it was desirable to stop this practice and how the Collector proposed to proceed in the matter.

Lessees not bound to take Collector's permission.

76. I have carefully gone through all the replies received from the lessees to Mr. Clark's requisition and the consensus of opinion is, that there is nothing in clauses 18 and 19 of the lease which takes away a lessee's right to let the house for residential purposes when not in contravention of the provisions specially stated in the said clauses. It appears to me that this view is correct and for the purposes of letting out the lessees are not bound to take the Collector's permission unless they make their houses lodging houses, boarding houses or shelters for pilgrims.

Housing Consumptive patients in a selected area.

77. The intention of Government to retain the Port and the Civil Station of Puri in a high state of sanitary efficiency would be nullified, and much of the improvement work now proposed would fall flat if we fail to take into consideration the great problem of housing the phthisis patients in the estate. The allegations appearing in the *Bengalee* are not in the least incorrect and represent the state of affairs prevailing in the Civil Station. It is extremely desirable that promiscuous contamination of houses should be immediately put a stop to in the best interests of the Civil Station. At the same time the call of humanity would naturally demand that people suffering from consumption and other lung diseases should not be deprived of the benefits of the sea-breeze. I think the situation can be best met by reserving a particular area on the sea beach where house-owners may at their option let their houses on hire to such patients, the healthy public being told of the risk they would run in renting houses for their occupation in the area. The best area for this purpose would be that portion of block C which extends beyond the Port Officer's quarters to Swargadwar and no restriction need be put on the owners as to their discrimination in selecting tenants for houses in this area. The area is high, dry and open, situated on the sea-front and possesses every advantage. The portion marked in black dotted lines on Plan D, I propose as the area which may be so reserved. In plot 504 and the high ridge to the back of it which have been recommended to be kept open will be found enough open space which the occupants of the houses in the neighbourhood may use as a park or public walk without coming into the Civil Station at all. In recommending this area to be set apart for this purpose, I think we have given the consumptives such facilities as could possibly be given under existing conditions.

Measures proposed to prevent houses being let to consumptives in other areas.

78. As to the other areas of the estate, I would next recommend that immediate steps may be taken to stop the owners of houses from letting out their houses to persons suffering from consumption and other infectious diseases. It is a pity that the form of the lease did not contemplate a clause of this kind. I am doubtful if clause 11 of the lease gives you any power to issue an order on the house-owners to this effect. What is necessary, is to ask the lessees to enter into a further agreement binding themselves not to let their houses on hire to

any person suffering from a disease who is coming for a change of air to Puri, unless the person is able to produce a medical certificate from a qualified doctor of the place where he is coming from, which certificate must be countersigned by the Health Officer of Puri on his arrival to the effect that such person is not suffering from consumption, phthisis or other disorders of an infectious or contagious nature. As this is a new condition which may be required of the house-owners at the present moment if you think it necessary the orders of the Government may be obtained in the matter. This reform is urgently needed if we are to keep the station in a state of sanitary efficiency.

79. I now pass on to the question of providing quarters for some of the Government officials in the station. The Collector, the Superintendent of Police and the Civil Surgeon have got their residences in the station. The Salt Officer's quarter was not built. Only recently it has been decided to provide the Inspector of Salt with quarters. It has been proposed that plot 179 with a thatched bungalow on it should be acquired for that officer. As for the quarters of the Deputy Collectors it is not customary to provide houses for them unless the station is one where house accommodation is difficult to obtain. I would bring to your notice that nowhere else is the difficulty greater than it is at Puri. Not that there is dearth of houses in the station, but that the house-owners would not agree to let their houses on hire to Deputy Collectors on reasonable rents. The reason is not far to seek. The Deputy Collector being more or less a tenant of a permanent nature would not agree to pay a fancy rent which owners can at any moment easily command from health-seekers and other sick people coming to Puri. The house-owners of Puri (of whom some of the Government officials who have built houses in Puri are no exception) believe in the maximum of money within the minimum of time, irrespective of the class of tenant they get for their house and they are satisfied with making their Rs. 600 in four months instead of letting their house to a desirable permanent tenant at Rs. 50 a month. The result is, that the Deputy Collectors find it extremely difficult to get decent houses to live in or have to pay fabulous sums as rent which they can ill afford to pay, besides having to live in contaminated houses. Just at the present moment one officer is paying Rs. 80 per month and another Rs. 50 for houses which ought not to fetch more than Rs. 40 or Rs. 30 at the outset, while I am living in a small thatched bungalow on Rs. 50 per month whose rent ought not to be more than Rs. 25. The Assistant Settlement Officer, a Sub-Deputy Collector on Rs. 175, is paying Rs. 50 per month as house-rent for a wretched small house, the rent of which should never be more than Rs. 20.

80. This matter has never been raised in the past because most of the officers who served in the District took settlement of land at concession rates and built their own houses. Unfortunately for their successors these gentlemen, like other house-owners of Puri, have taken to speculation and have been demanding and obtaining equally high rent for their houses. No wonder that officers who are posted to Puri find themselves in very embarrassing situation as regards their quarters. I would accordingly request that you may be pleased to recommend to Government the necessity of building three houses for the three Deputy Collectors and two houses for the two Sub-Deputy Collectors in Balukhand which could be rented to them at the usual rates of rent.

81. The best sites for these buildings, if you agree that quarters should be built for the Deputy Collectors, are the plots that will be available in Block B in the event my proposals to open up the Casuarina garden, plots 554 and 201, are approved. If resumption proceedings succeed in respect of plot 304 that site would be a desirable site for one of these houses. If my proposals to open up the Casuarina garden be not approved other sites may be selected by you in consultation with the District Engineer from the Bankimuhan area of the estate or Block D from among the plots to be declared as available for settlement and reserved for such a purpose.

82. The Civil Station is very poor in respect of public walks, parks, and gardens. The Tinconia Garden is the only garden in the estate and this is also at present in a bad condition. Steps are being taken to reclaim and improve it. But the whole of this garden is so thickly-studded with casuarinas that it could never be used as a regular park or public recreation ground. I accordingly recommend that a park be opened in the heart of the Civil Station. This must be

sufficiently big to accommodate the children of the station for their recreation, and at the same time supply adults and invalids an open space for morning and evening airings. At present the visitors and the people of this station take their walk on the sea beach which at times becomes so breezy and damp that positive discomfort is felt by the public. I have accordingly proposed a large area in Block B to be reserved and used as a public recreation ground. This will comprise plots 171, 172, 173, 174, 175, 176, 177, 178, which represent a large high area very suitable for the purpose. The proposed park will be bounded on three sides by the Port Road and Armstrong Road and on the other side by the Club and the Forest bungalow. This area is not at all in demand as a favourite building site and is lying vacant. I think the area could not be utilised for a better purpose than for a park, while the improvement will be a great boon to the people of the place. In order to keep the area open I would not suggest planting of casuarinas on this site, but it would be necessary to level the plots and to lay out beds of flower garden and laterite walks through it, which could be gradually done, the cost being met from the Improvement grant. Portions of it may later on be let out to clubs for football and cricket. Eventually, if this area is well laid out, the house of Mr. De Brunner, which stands on plot 193, may be acquired by Government to serve as a sort of a pavilion or grand-stand to this park which could be utilised by the public as a shelter from sun and rain on the occasion of sports and other displays and outdoor exhibitions for which the ground may be used in future. The house in question is pre-eminently suited for the purpose. Definite proposals for laying out the park will be drawn up in consultation with the District Engineer, if these proposals are approved.

**Market in
Balukhand.**

83. A market in Balukhand is also a desideratum. The present existing Municipal market is in the heart of the town proper and is too far away from many parts of this estate and consequently the inconvenience to the residents and the visitors is very great. I accordingly propose that a market may be opened on plots 292 and 293 which I have reserved for this purpose. The place will be readily accessible from all parts of the estate. If you approve of this proposal, a plan of the sheds to be erected and the probable cost will be estimated with the help of the District Engineer, the cost being met from the Khasmahal Improvement Grant. The market can then be let out yearly in *Ijara* by auction and I am confident that it will be a good source of income, besides being a boon to the people. I am including this also in my five years' improvement programme.

**Tinconia
Garden.**

84. I come next to the question of the policy to be pursued in future with respect to the Tinconia Garden. I have already said that the garden has, since its creation, been worked at a loss and it is difficult for me to arrive at any definite conclusion whether the loss was due to natural causes or to want of proper supervision. The present annual recurring charge including the pay of the *malis* and the Municipal tax is Rs. 442. Besides this, something is paid every year on manure, seeds, repairs to works of irrigation, etc., or roughly Rs. 600 a year. The question is whether this money is worth while spending when the corresponding return from the garden is hardly worth anything that could be mentioned.

85. Personally I am not in favour of spending even this sum on the garden, not to speak of the large amount invested in the past. From my experience, I know such experimental gardens have proved to be failures in other districts where they had to be abolished. But when you consulted me about the matter I recommended to you that the advisability or otherwise of retaining this garden should be considered after an experience of another year had been gained as we both were new to the district. My recommendations were based on the following grounds:—

(1) That a large amount of money had already been invested in the garden and it possessed all the appearance of a place that could be improved with proper supervision.

(2) That the present deplorable condition of the garden was due entirely to lack of supervision in the past and apathy of Sadr Kanungoes and Officers entrusted to the charge of the garden.

(3) That the Divisional Agricultural Inspector who visited the garden in my company gave his opinion that the place is capable of growing splendid English and Native vegetables.

(4) That absolutely no good vegetable is obtainable at Puri.

(5) That under proper management the garden is capable of improving.

At the same time I recommended that the Sadr Kanungoe's supervision should be withdrawn and the garden placed in the hands of a Committee with the Khasmahal Deputy Collector as Secretary, and one of the members as the active member. You were pleased to approve of my suggestions and a committee consisting of the following members was appointed and entrusted with management:—

Babu Bhagban Mahapatra, Sub-Deputy Collector.

Assistant Settlement Officer, Puri.

The Inspector of the Armed Reserve.

The Conservancy Inspector.

The Khasmahal Deputy Collector.

Mr. Findlay, Armed Inspector, who had expert knowledge in gardening was elected active member. The garden is now in the hands of the committee who hold periodical meetings to transact business. The Committee will be in a position to advise by the end of the current financial year whether the garden should be kept up at the present cost or whether the flower portion of the garden should be retained only from an artistic point of view. The future of the garden will accordingly rest on the recommendation the Committee will make in March 1914.

86. The existing public latrines and urinals in the estate have been shown on the map (Plan D) coloured red. The public latrine on the Kutchery compound is too open and exposed to view. I recommend that a corrugated or masonry screen be erected all round to shut it out from the public view and to make it more sanitary. The urinal to the back of the Record-room is a nuisance to the bungalow of the Superintendent of Police and is quite superfluous. It should accordingly be removed from its present position. More roadside conveniences should be provided at proper places and reasonable distances for the comforts of the pedestrians as well as for the sake of sanitation of the roads. I propose three more public latrines and four more urinals for the estate—one should be located at the south-west corner of the estate and one near Chakratirtha on plot 38 and the third on plot 296 near the proposed market. I propose one urinal on plot 312 north of plot 520 and another by the side of the Chakratirtha Road. The third urinal I propose between plots 132 and 133 and the fourth one between plots 254 and 235. In recommending these latrines and urinals I have kept in view the quarters through which the greatest number of pedestrians pass. The new proposed latrines and urinals have been coloured crimson lake in the map (Plan D). I am including these in the five years' improvement programme and the cost of these may either be borne by the Municipality or from the Khasmahal Improvement grant.

87. The clearing of cactus and other rank vegetation on roadside lands is another important necessity in the estate. Besides being insanitary, these hedges furnish excellent covers to pedestrians to pollute the roadsides and are the abode of venomous snakes and other reptiles. The Municipality entertains a special staff to clear these hedges, but very little has been done and much remains to be desired. Perhaps the Municipality is not aware that a large area in the estate which apparently looks like land of private lessees is really roadside land and is in possession of Government and the clearing of cactus hedges on these lands is the bounden duty of the Municipality. I have prepared a list of roadside lands overgrown with cactus which should be speedily cleared. This list (Annexure K) may be sent to the Chairman of the Municipality with a request that early arrangements may be made for their clearance.

88. An elaborate drainage scheme for the Puri Town, including the Balukhand was drawn up and has been finally sanctioned by Government. If the Bankimuhan Nullah is successfully diverted as is contemplated in the scheme, considerable improvement to the Civil Station will be effected. The work in this connection is about to be started in the near future. Certain plots in the estate have been reserved for this scheme.

Water-works.

89. An elaborate water-works scheme for the whole town, including the Civil Station, has been drawn up which will of course require a good deal of time and money for its completion. At the same time the question of supply of plenty of good and wholesome water to the residents and visitors of the Civil Station demands immediate consideration. There are plenty of wells in the estate but the water of only a few is generally acknowledged to be good. It is difficult for all the residents to get the water of these wells. It will, I think, be advisable to prepare a scheme on a much smaller scale and to work up to it till we get funds for the bigger project. During the last Car festival good drinking water was supplied to the townspeople and pilgrims through several taps erected on roadsides. I understand that a large number of pipes, etc., bought from the Lodging House and the Municipal Funds are now available for sale and the Municipality now possesses a proper pumping plant. Instead of selling these plants, I venture to suggest that they may be preserved as the common property of the Lodging House, Municipality and the Khasmahal Department, the cost being borne in proportion by the three departments. If you approve of this proposal the District Engineer may be asked to draw up a scheme for supplying water to the Balukhand and to the most congested portion of the town proper by pumping water from the well in the Kutchery compound which is free from all contamination. The District Engineer estimates the cost of the work roughly at Rs. 20,000. He tells me that as Rs. 16,000 has already been got in by donation there will be no difficulty in working the scheme if Rs. 4,000 is paid from the Khasmahal Department. In consideration of the benefits that will accrue to the estate I think we may move the Board for a special grant of the amount if you agree to these proposals.

Plots to be declared as available for settlement.

90. A statement is annexed (Annexure L) showing the plots which are vacant and which may be declared as available for settlement. When these plots are leased out there will be no more land available for settlement. These plots have not been coloured on the map, but as leases are granted they will be coloured in red and the map brought up-to-date. The applications from intending lessees will be put up to you by the Sadr Kanungo with my recommendations, contained in Appendix A in due course. The plans of houses to be constructed on these plots may be checked more carefully in future than hitherto, specially to see that no house of an uncouth and ugly pattern is allowed to be built. The symmetry of the sea-front and the artistic beauty of the station depend largely on the nature and design of structures allowed to be built on it.

Reblocking of the area.

91. In the map accompanying this report (Plan D) I have divided the area into four blocks with a sub-block D', viz., A, B, C, and D and D'. In blocking the area I have followed so far as possible Mr. Garrett's blocking so as to disturb as little as possible the original divisions. I have added blocks D and D' on the Bankimuhan area which was not blocked during Mr. Garrett's time as it had not grown then. Block D is situated on the sea-front and is gradually growing to be an European quarter. I recommend that this area be treated to all intents and purposes as Blocks A and B of the estate. Block D' may be treated as Block C for purpose of building houses. The conditions existing in blocks A, B and C will apply *mutatis mutandis* to Blocks D and D'. It is a pity that some houses of the Indian pattern were allowed to be built on Block D, but the mischief has not yet been great and there is still some hope of reclamation of the area. It will be necessary to check the plans for buildings to be built in this block on future with the greatest possible scrutiny.

Relationship of the District Engineer with the estate.

92. The relationship of the District Engineer with the estate may now be discussed. In Government Circular No. 3399G., dated the 28th December 1891 it was laid down that the District Engineer will do all the work requiring professional attention in the Government Estates in the Kburda Subdivision on a remuneration of Rs. 50 a month. In 1895 a proposal was made that the monthly payment to the District Engineer may be stopped and that he be given a percentage on the value of improvement works done in the estate every year, but this proposal was not approved by Government. In Government Order No. 1747E., dated the 17th July 1895, the monthly allowance of the District Engineer was confirmed. During Mr. Garrett's time when the Kothdesh

estate came under direct management, the monthly remuneration of this District Engineer was proposed to be increased to Rs. 75 a month. This was however not approved, but in Government Order No. 122A., dated the 16th May 1902, it was decided to give to the District Engineer the services of a Sub-Overseer for the Kothdesh Estate. As regards the Balukhand Estate all work requiring professional advice has all along been done by the District Engineer without any remuneration whatever. From April 1910 under a general Government Circular the monthly remunerations of District Engineers were stopped and a percentage system on all local and provincial works was introduced, 15 per cent. going to the District Board of which 5 per cent. formed the District Engineer's remuneration. The checking of building plans on the Balukhand still remains the work of the District Engineer, although no remuneration is paid for this. As this is outside the scope of his ordinary duties, Collector, Mr. Clark, suggested that the District Engineer should be paid a fee of Rs. 10 on each plan to be checked by him in future in the Balukhand. In his letter No. 942R., dated the 19th June 1912, the Commissioner, Mr. Egerton, agreed that a fee of Rs. 10 should be granted, the new lessee depositing Rs. 10 as fees when applying for a lease for any plot of land. Hitherto the District Engineer merely checked the plan but did not on the completion of a building verify whether the house in question had been built according to the plan. That duty naturally therefore devolved upon the Sadr Kanungo and the Khasmahal Officer and the present enquiry disclosed the fact that extreme laxity prevailed as regards the checking of building plans after their completion. In paragraph 3 of the Commissioner's letter referred to above it has been ordered that in future all building plans will be checked jointly by the Khasmahal Deputy Collector and the District Engineer and these instructions will be carefully borne in mind.

93. I now come to the relationship of the Municipality with the Balukhand Estate. In Government Order No. 3050, dated the 30th December 1885, in the Municipal Department, it was decided to grant to the Puri Municipality the provincial share of the proceeds of the Balukhand for expenditure on sanitary improvements for reasons I have stated elsewhere when describing the history of the estate. This matter appears to have been lost sight of by the Municipality for a long time till the question was raised in 1906. In his letter No. 2474R., dated the 31st July 1906, the Commissioner of the Orissa Division submitted to the Board a claim preferred by the Puri Municipality to a portion of the proceeds of the Balukhand in accordance with the Government Order quoted above. The Board in their letter No. 6210, dated the 20th December 1906, ordered the payment of a lump-sum of Rs. 3,500 to the Municipality in satisfaction for all claims for all arrears up to and including 1905-06. For subsequent years payments were ordered to the Municipality on the following scale :—

Collection (year)
<i>Deduct</i> 12 per cent. for collection and other charges.
Balance.
One-third of balance payable to Municipality.

The Municipality entertained some doubts as to whether the contribution will be spent for sanitary improvement on Balukhand or anywhere else in the town as well, as the Government Order was not clear on the point, and a reference to the Commissioner was contemplated.

94. A statement is enclosed showing the amount paid to the Municipality since the Board's orders up to 1911-12 and the expenditure incurred by the Municipality on sanitary improvements in the estate (Annexure M). The nature of the work done can be seen from the statement. Lots of improvements yet remain to be desired. The Municipality has a lot to do about the town proper, and is not always in a position to know the essential requirements of the Civil Station and it ought really to be the duty of the Khasmahal Department to advise the Municipality on matters affecting the Balukhand. As the Municipality will continue to get one-third of the net revenue of the estate I believe it will not be fair to spend a large sum out of the Improvement Grant every year on this estate as we have the needs of

other estates to look to. Much of the five years' improvement programme drawn up by me will accordingly have to be carried out by the Municipality; and all that the Municipality cannot do, will have to be done out of the Improvement grant. If you approve of the programme generally, I hope the Municipality will accept it in the spirit in which it is framed without considering the programme as a sort of an infliction flung at them by the Khasmahal Department. The programme is only provisional, and is liable to revision any time and is calculated to improve and benefit the estate to a large extent.

Roads.

95. The next item in the improvement scheme is the repairs to the existing roads and the construction of new roads in the estate. The existing metalled roads in the estate are :—

- (a) The upper Armstrong Road, (b) Lower Armstrong Road, (c) Port Road
- (d) Chakratirtha Road, (e) Chakratirtha Railway Station Road, (f) Bankimuhan Railway Station Road, (g) Kutchery Road, (h) Tinconia Garden Station Road,
- (i) Swargadwar Flagstaff Road and other minor and small branch roads.

Of these roads I propose that the Chakratirtha Road from the Sanatorium to the Chakratirtha should be widened for two vehicles to pass at the same time. At present the road is too narrow. The portion of this road from the Railway Rest House to Chakratirtha is full of sand and impassable. This road therefore requires repair badly. It would also be necessary to provide this road with either a strong wooden bridge or an iron bridge over the Bankimuhan Nullah as the place becomes submerged during the rains.

The following roads also require improvement and repairs. :—

- (a) Tiled path to the Cemetery, plot No. 15.
- (b) Road No. 60.
- (c) Road No. 100.
- (d) Swargadwar Flagstaff Road which is at present full of sand.
- (e) Tiled path to the Civil Surgeon's bungalow.
- (f) Road No. 572, Sea Beach Road to the Church.
- (g) Road between school compound, plot No. 205 and Police land, 206.
- (h) Road No. 220.

The following roads should be taken up and metalled for the benefit of the residents of the station. They are badly needed by the public :—

- (a) A road by plot No. 262 connecting the Kutchery Road near the house of Babu Dhanpati Banerji and extending up to plot No. 507 and joining there with the Flagstaff Swargadwar Road. This road will be especially useful to pilgrims and townspeople going to Swargadwar.
- (b) Road west of plot No. 503 which is at present *kutcha*. Several cartloads of sand from the sea-beach pass into the town by this road. It is a very useful road.
- (c) Plot No. 26. This road will connect the cemetery with road No. 60. This road is necessary as there is no other road to the cemetery except the tiled path.
- (d) Plot No. 184. This road will connect the Club with Armstrong Road near plot No. 173. This road must be built if the new park is laid out.

The following roads should also be metalled, but the cost in these cases may be partly realised from the lessees of adjacent plots whose houses they will benefit and half the cost may be borne by Government.

- (a) Plot No. 307 connecting Port Road at the corner of Flagstaff with the road plot No. 503.
- (b) Plot No. 94 connecting Railway Station No. 140 with the Chakratirtha Road.
- (c) Plot No. 83 connecting road No. 100.

- (c) Plot No. 83 connecting roads 100 and 60. As the plots along this road have been settled, contribution may be realised from the lessees.
- (d) Extension of the *pucca* road along plot, Nos. 46 and 47 towards north up to the Railway limit.

The existing *pucca* roads have been shown in Plan D in light red. The roads which are being proposed to be metalled at Government expense have been coloured purple whilst those proposed to be metalled at the joint expense of Government and the lessees have been shown in Prussian blue.

96. A statement is enclosed (Annexure N) showing the programme of Five years' improvements, Miscellaneous and Sanitary, to be done in the estate for the programme of next five years. From the present rent-roll of the estate the contribution to improvements the Municipality at the rate calculated by the Board may be approximately (Provisional) computed at Rs. 3,000 a year. I would recommend for your consideration that for the next five years you may be pleased to allot Rs. 2,000 annually for the Balukhand out of the Improvement grant to be placed at your disposal. We shall then have Rs. 5,000 to spend every year on the estate and I have distributed the amount in the programme accordingly. The figures showing the estimated costs of the projects are very rough and may have to be revised every year in the light of professional advice keeping in sight, of course, the projects and the total of Rs. 5,000 to be spent every year.

97. The financial position of the estate has undergone great improvement since the estate came under khas management. The demand of the estate at the time of the revenue settlement was Rs. 662, during Mr. Mitter's time Rs. 6,526 and at the present moment Rs. 11,707. This will further increase with the grant of new leases.

98. Register No. 1 of the estate is not up-to-date. Mutations have not been noted in many cases, especially in cases of Nulia fishermen who have no pattas. In paragraphs 3, 4 and 5 of my inspection note of the Balukhand Khasmahal Department, dated the 14th May 1912, I have already laid down for the guidance of the Sadr Kanungo the procedure he should adopt in bringing the records of the estate up-to-date which you were pleased to approve. The matter was pending completion of the present scheme and steps may now be taken to rewrite Register No. 1.

99. The management of this Government Estate was placed in the hands of the Sadr Kanungo since 1885 and the Commissioner was requested in this office No. 12 of the 2nd January 1886 to move the Board of Revenue to accord their sanction to the payment of a commission of 3 per cent. to the Sadr Kanungo on the collections of that estate.

In his letter No. 77, dated the 13th January 1886, the Commissioner replied that no further payment of the commission to the Sadr Kanungo was necessary as the Board had already sanctioned the same in their letter No. 159A., dated the 21st July 1885.

The Sadr Kanungo has been drawing his commission for the collections in the Balukhand estate since 1885. During the time of Mr. Mitter, this question was again raised in this office No. 1183, dated the 9th May 1906, and was confirmed in Board's letter No. 3516A., dated the 18th July 1906. The Sadr Kanungo had all along been drawing his commission at this rate. In March 1912 the Deputy Collector in charge of this estate, Babu A. B. Maitra, doubted whether this commission ought really to be paid to the Kanungo in view of the fact that the tenants of Balukhand are generally non-residents and well-to-do men who remit their rents or pay it to the office of their own accord and that the kanungo collects the rents only from the Nulia fishermen. I am afraid I cannot share this view. The work in connection with the Balukhand Government Estate has considerably increased. Numerous applications are being daily received for settlements and are dealt with in miscellaneous records requiring among other things demarcation of lands, execution of *pattas* and *kabuliyats* and recording of mutations. Besides these, the Kanungo has to keep Registers I—IV of the Khasmahal. The above duties, if properly done, will take him a good deal of time and it is only fair that he should be paid the commission as an inducement for better work and efficient management. In future the Sadr Kanungo will also be entrusted in supervising the works of improvement in the estate.

Plan D.

100. The map accompanying this report is Plan D. Care has been taken to show in it all the particulars that have been dealt with in this report. A reference of the different colours of the plots in this map is given below :—

- (a) Half white and half burnt sienna represents plots in respect to which resumption proceedings are contemplated after cancellation of the lease under clause 13.
- (b) Green represents the plots which are either reserved or unfit for settlement.
- (c) Deep Prussian blue represents the area reserved for unforeseen public purposes.
- (d) Light red represents the area covered by either Civil buildings or by Government lands.
- (e) Crimson represents area with buildings belonging to private gentlemen.
- (f) Indigo represents the Bankimuhan rivulet and the main drain channel.
- (g) Red dotted lines represent the area which is proposed to be closed to pilgrims.
- (h) Blue dotted lines represent the area which is congested.
- (i) Black dotted lines represent the area which has been proposed to be reserved for use of consumptive patients.

In the aforesaid map the plans of the buildings have not been shown inside the plots. It will appear from the history of the plots that most of the buildings have not been built according to the sanctioned plans. Some additions and alterations have been made to the buildings after the plans were sanctioned. A miscellaneous case for each such plots will be started immediately and when the cases are finally disposed of the plans could be correctly shown inside the plots and the map brought up to date.

Conclusion.

101. I cannot conclude my report without expressing my thanks to Babu Nandakishore Mahanty, officiating Sadr Kanungo, and to Babu Chintamani Das, officiating Kanungo of Rahang, for efficient and good field work and to Babu Golak Behari Patnaik, Kanungo of Kanas, for work in connection with the plans and maps, relating to the Balukhand Scheme.

I have the honour to be,

SIR,

Your most obedient Servant,

A. K. BOSE,

Khasmahal Deputy Collector.

ENCLOSURES.

DOCUMENT ACCOMPANYING THE REPORT.

MAPS.

- Plan A.*—A map showing the relative position of Balukhand and Town proper.
- Plan B.*—Garrett Scheme map.
- Plan C.*—Mr. Gourlay's map.
- Plan D.*—Map accompanying the present report.

STATEMENTS.

- Annexure A.*—Form of lease and *kabuliyat*.
- Annexure B.*—Statement of private buildings existing in the estate at the time of Mr. Garrett.
- Annexure C.*—Statement showing the names of Collectors who administered the estate from 1900, together with the number of leases granted by them.
- Annexure D.*—Statement showing the number of plots, the names of the lessees and the names of the Collectors in whose time leases were granted.
- Annexure E.*—Statement showing the receipt and expenditure on the Tinconia Garden from 1901-02 to 1903-04.
- Annexure F.*—Do. Do. Do. from 1904-05 up to date.
- Annexure G.*—Statement showing the plots with respect to which resumption proceedings are contemplated after cancellation of the lease under Clause 13.
- Annexure H.*—Statement showing plots and names of the lessees against whom proceedings are contemplated under clauses 8, 9 and 10 of the lease.
- Annexure I.*—Statement showing the plots on which buildings were found to be insanitary.
- Annexure J.*—Statement showing the names of lessees who have encroached on Government land.
- Annexure K.*—Statement of roadside land overgrown with cactus hedges.
- Annexure L.*—Statement showing plots which are vacant and which may be declared as available for settlement.
- Annexure M.*—Statement showing the amount paid to the Municipality since Board's orders up to 1911-12 and the expenditure incurred by the Municipality in the estate for sanitary improvements.
- Annexure N.*—Five years' Programme of Improvement.

APPENDIX A.

HISTORY OF PLOTS IN PLAN D. AS OBTAINED FROM OLD RECORDS AND ACTUAL INSPECTION OF GROUND.

Plot No. 1.—This is a small drain which connects with the main drain, plot No. 3, the outfall of which is Bankimuhan.

Plot No. 2.—Narrow strip of waste land with a footpath upon it, leading to the Muhammadan burial ground, plot 4.

Plot No. 3.—Main drain which connects with Bankimuhan.

Plot No. 4.—Muhammadan burial ground. Area held revenue free.

Plot No. 5.—The site of the existing mortuary.

Plot No. 6.—A small bit of waste land not likely to be let out.

Plot No. 7.—Railway compound acquired by the Bengal-Nagpur Railway.

Plot No. 8.—Waste land with casuarina plantation. This plot may be reserved for growing casuarina seedlings in future, if considered necessary.

Plot No. 9.—Railway compound acquired by the Bengal-Nagpur Railway.

Plot No. 10.—Narrow strip of sand unfit for leasing out.

Plot No. 11.—Narrow strip of sand unfit for leasing out.

Plot No. 12.—Low waste land which gets completely submerged during the rainy season and unfit for leasing out.

Plots Nos. 13 and 14.—Cemetery.

Plot No. 15.—Tiled path from the Railway compound to the Cemetery. This is a very useful path which is now in a state of disrepair and is not properly looked after. The path may be kept in repairs and a little money spent on it from the Improvement Grant if the Municipality is not willing to do the repair every other year. I am including this in the five years' provisional improvement programme.

Plots Nos. 16, 17, 18, 19, and 20.—Waste land under water during rains and incapable of improvement. Entirely unfit for any practical purposes.

Plot No. 21.—A low-lying pathway not capable of improvement.

Plot No. 22.—Lowland reserved for the proposed drainage scheme.

Plots Nos. 23, 24, 25.—Lowland under water during the rains, incapable of any improvement.

Plot No. 26.—Proposed road. The road will connect the Cemetery with road No. 60. At present there is no road to reach the Cemetery from the Civil Station except *via* the Railway Station and the tiled path. The length of the road would be 1,106 feet and I think this road may be gradually made either by the Municipality or from the Improvement Grant.

Plot No. 27.—Burial ground for Indian Christians.

Plots Nos. 28, 29, and 30.—Low land partly under water during the rains. Incapable of improvement. Unfit for leasing out.

Plot No. 31.—Waste land lying vacant and available for settlement. This is a good site, standing a little further back from the sea. This plot is recommended as available for leasing out to any gentleman who may build a house after European style.

Plot No. 32.—This may be reserved for a pathway. There is however no immediate necessity for it.

Plot No. 33.—Railway land acquired by the Bengal-Nagpur Railway. The plot has not been built on as yet, but probably kept reserved for some future residence of Railway officers.

Plot No. 34.—This plot was leased out to Babu Radhanath Deb on 11th December 1906 at a rent of Rs. 50 for half an acre. The plot is still lying vacant and no building has been started yet. The lease is accordingly liable to cancellation under clause 13 of the lease and I recommend that resumption proceedings may be taken immediately. If resumed I would not recommend re-leasing of this half an acre plot in this locality.

Plot No. 35.—The land bearing an area of A. 50 was settled with Babu Barada Prasad Ghose on the 11th December 1906 at a rent of Rs. 50. No building has been started. The lessee applied for six months' time on the 27th July 1907 to commence the building as no road was then constructed near the plot for the conveyance of the materials. The record of the misc. case shows that no order has been passed on the application. Five full years have since elapsed and the lessee has not commenced the building. Resumption proceedings may be taken immediately for breach of condition of clause 13 of the lease. If plots Nos. 34 and 35 are resumed these two plots comprising a compact block of one acre should be treated as one plot and may be declared as available for settlement under conditions obtaining in plots in Blocks A. and B.

Plot No. 36.—This plot bearing an area of A. 50 was settled with Babu Upendranath Ghose on the 20th May 1907 at a rent of Rs. 75. The building has been built according to the sanctioned plan. The compound walls shown in the plan have not been raised as yet and he should not now be allowed to build them as such walls would spoil the general view of the place. The compound of the building is in an insanitary condition. The rubbish of the house have been scattered over the compound. Under clause 11 of the lease the lessee may be directed to clean the compound and to keep it in a state of sanitary efficiency and to provide in the house a proper dustbin where rubbish may be gathered to be carted away by the Municipal sweepers.

Plot No. 37.—This plot was settled with Babu Kaminikantha Gupta on the 21st June 1907 at a rent of Rs. 75 for A. 50 of land. The lessee did not build on the land although he was allowed one year's time from the 2nd October 1907. The record of the Mis. case shows that no further steps were taken after the expiry of one year and thereafter the said lessee transferred his holding to Babu Suresh Chandra Sen on the 12th September 1911. The mutation has duly been allowed probably through misconception of facts. The plot is still lying vacant; the transferee although he accepted the sanctioned plan of the former lessee, has not commenced his building yet. Babu Kaminikantha Gupta's term expired on the 2nd October 1908 and resumption proceedings should have been instituted against him on that date for breach of condition of clause 13 of the lease but this was apparently overlooked. He sold his holding to Babu Suresh Chandra Sen on the 12th September 1911 when he had apparently no permission to build any house and Babu Suresh Chandra Sen appears to me to have bought the land at his risk although the mutation was recognized. Whatever may have been the case, Babu Suresh Chandra Sen should have obtained an extension but as he did not apply I think he is liable to be called upon to furnish satisfactory explanation as to why resumption proceedings should not be taken up with respect to this plot.

Plot No. 38.—Waste land lying vacant but of inferior surroundings owing to its close proximity to the burial ground. The plot may be declared as available for settlement.

Plot No. 39.—Similar as No. 38 and may be declared as available for settlement.

Plot No. 40.—Pueca road which stretches from the Sanatorium to Chakratirtha. This road is extensively used by gentlemen who have built houses to the east of Bankimuhan Nullah and also by Pilgrims who visit Chakratirtha and has grown into a very important road. A part of this road has been much neglected and has got covered with sand. From the Railway Rest-house onwards to the end of the estate, the road is so sandy and out of repairs that it has become impassable for vehicular traffic. The road should be particularly looked after and repaired up to the rest-house. From the rest-house onwards it must be remodelled. If the Municipality cannot be persuaded to carry out this urgently needed improvement, it will have to be done from the Improvement grant. I am including this in the five years' improvement programme. Casuarina plants have been planted on both sides of this road and when they will grow, the avenue will be a splendid one. Care should be taken to see that the trees do not grow so high as to shut out the sea breeze from houses situated north of the road.

Plot No. 41.—Waste land lying vacant. As the area round this is slightly congested, this plot is recommended for being kept vacant and not available for settlement.

Plot No. 42.—This plot bearing an area of A. 1 with a rent of Rs. 112-8-0 (concession rate, lessee being a Sub-Deputy Collector) has been settled with Babu Sarat Chandra Chatterji since the 3rd March 1908. The kabuliyat was executed on the 28th November 1911. In spite of repeated reminders the lessee has not filed the plan of the building. No building has yet been commenced. The plan when submitted should be checked carefully with a view to prevent an ugly house from springing up on the plot. If the house is not completed by the 4th January 1918 resumption proceedings may be taken with respect to the land.

Plots Nos. 43 and 44.—These two plots were formerly proposed for a Convalescent's Home, the details of which are not forthcoming. Plot No. 44 should be reserved as not available for settlement to prevent congestion of the area. Plot No. 43 may be recommended as available for settlement on the same condition as that obtaining for leases in Blocks A and B.

Plot No. 45.—To be reserved for a pathway.

Plot No. 46.—This plot bearing an area of A. 1 was settled with Babu Raman Mohan Singh and Surendra Mohan Singh on the 11th January 1906 at a rental of Rs. 150. The building is two-storied and of substantial masonry costing it is said about Rs. 35,000. The site is very good, commanding a splendid view of the sea. This building is kept mostly for the own use of the lessees but has occasionally been let out at a rent of Rs. 300 per month. The plan agreed with the building, but two privies were found to be built without sanction. Certain outhouses built from south to the north on the western side of the buildings and from east to west on the northern side were found to have been constructed, although no plans for them are traceable in the office. The lessees may be asked to explain these unauthorised additions and proper steps to enforce the conditions of clauses 8 and 9 of the lease may be taken on obtaining the explanation of the lessees.

Plot No. 47.—This plot bearing an area of A. 1 has been settled with Babu Atal Bihari Maitra, Deputy Magistrate, Puri, since the 15th September 1905 with a concession rent of Rs. 76. Besides the main building the lessee has taken permission from the Collector to build a separate kutcha-pucca house and a room in the upper storey of his main house. This permission was obtained from Collector Mr. Clark in a demi-official letter. No proper plan was submitted. Besides the new main building the lessee has got some thatched godowns and stables which are not very sanitary and which affect the general view of the locality. Under clause 11 of the lease the Collector may ask the lessee to demolish the sheds and to apply with proper plans for pucca stable and sheds with due regard to sanitation, symmetry and view of the surroundings.

Plot No. 48.—This plot was settled with Babu Mahendra Kumar Mitra on the 10th August 1909, at a rent of Rs. 75 for an area of A. 50. The lessee was allowed time still March 1912 for the construction of his building, but as he did not construct his building even after the expiry of the period, his lease has been cancelled under orders of the Collector dated the 22nd June 1912. For arrears of rent due to the former lessee the Certificate Officer brought the holding to sale and the plot was purchased by one Kamada Prasad Mukherji for Rs. 590. As the area in which the plot is situated is getting congested, no permission may be given for building any house on this plot, on sanitary grounds. I accordingly recommend that the sale may be cancelled by the Collector, and the money paid may be refunded to the auction-purchaser. The rent due to Government from the former lessee may be recommended for remission and the certificate case satisfied accordingly.

Plot No. 49.—This plot bearing an area of A. 30 has been settled with Babu Upendranath Bagchi since the 11th December 1905, at a rent of Rs. 75. The building is situated in a fine site close to the sea. The main building has been built according to the sanctioned plan. But some outhouses and privies appear to have been made without any authority. I recommend that notices may be issued against him for showing cause against these unauthorised additions, *vide* clause 8 of the lease.

Plot No. 50.—This plot has been settled with Babu Haridas Pal since the 29th September 1906, at a rent of Rs. 90 for A. 60 of land. The building is situated in a fine site close to the sea. The building has been made according to the sanctioned plan. Some kutcha out-houses appear to have been built without any

authority. I recommend that the lessee may be directed to demolish these kutchra outhouses immediately.

Plot No. 51.—To be reserved for a proposed road. This plot will be reserved for the extension of the road No. 629 to be constructed as the estate grows.

Plots Nos. 52 to 55.—Low land under water during rains and unfit for leasing out. Incapable of any improvement.

Plots Nos. 56 and 57.—These plots have been reserved in an agreement with the Railway authorities as plots which must be kept reserved to prevent congestion of the area round the Railway rest-house.

Plot No. 58.—This plot with plot No. 33 has been transferred to the Bengal-Nagpur Railway Company. The land was acquired by the Bengal-Nagpur Railway under declaration No. 106R., dated the 18th April 1904, published at page 591 of paragraph 1 of the *Calcutta Gazette* of the 20th September 1904, on payment of compensation of Rs. 10,296. A rest-house for the Railway servants has been built on this plot and the buildings have been constructed according to the sanctioned plan.

Plot No. 59.—To be reserved as a roadside land.

Plot No. 60.—Pucca road from the station to the Railway rest-house to be called road No. 60.

Plot No. 61.—To be reserved as a roadside land.

Plot No. 62.—This plot was first settled with Mrs. Evanett, but her lease was cancelled on November 1909, for non-fulfilment of condition of the lease. Since then the plot is lying vacant. This plot has been reserved for the proposed drainage scheme. The narrow portion adjoining this plot is unfit for leasing out.

Plot No. 63.—To be reserved for a roadside land.

Plot No. 64.—This plot was settled with Mrs. Evanett, but the lease was cancelled in 1909, for non-fulfilment of condition of the lease. The plot is since lying vacant. This plot may be declared as available for settlement subject to the conditions of the leases in Blocks A and B.

Plots Nos. 65 to 71 and 73 to 77.—These plots constitute a *bustee* of the Nulias. Formerly these Nulias used to live in the main Nulia *bustee* near the flagstaff. During the time of Mr. Garrett they were removed to the south-west corner of the estate. But some of them preferred to come and live at Bankimuhan. The Civil Station had not grown on this side at that time and hence no objection was made. This portion has since grown rapidly and is one of the best situated quarters of the station. To allow this insanitary group of *bustees* to remain on this side would be to defeat the intention of Government and in the best interest of the station the *bustee* should be acquired and cleared, the land so acquired being reserved as a roadside land; sufficient accommodation could be found in the present Nulia *bustee* to the south-west of the Station and the men are willing to be removed there. Definite proposals about this area is being made in paragraph 65 of my report.

Plot No. 72.—Narrow strip of waste land to be reserved for roadside land.

Plot No. 73.—Narrow strip of waste land unfit for leasing out. To be reserved as a roadside land.

Plot No. 74.—This plot bearing an area of A. 43 has been settled with Mr. Chatterton since the 9th October 1909 at a rent of Rs. 64-8-0. The building is at present used as a paying guest-house for Europeans and there is nothing in the records to show whether permission has been obtained for the purpose. The boarding house is at present run by Miss Cox. Orders are solicited whether clause 19 of the lease should be enforced against the lessee.

Plot No. 80.—Waste land lying vacant and available for settlement. This is a fairly good site and may be leased out on the same terms as for leases in Blocks A and B.

Plot No. 81.—Waste land lying vacant and available for settlement. Same recommendation as in plot 80.

Plot No. 82.—Lowland partly under water during rains. Unfit for leasing out but capable of improvement.

Plot No. 83.—To be reserved for a future pathway.

Plot No. 84.—This plot bearing an area of A. 1. was settled with Mr. Hawthorn, late Postmaster of Puri, at a rent of Rs. 150. Mr. Hawthorn transferred the plot to Mr. F. Morgan on the 2nd October 1905 and since then the plot stands in the name of Mr. Morgan. No building has yet been commenced and the plot is still lying vacant. I recommend that the lease with respect to this land may be cancelled (*vide* clause 13 of the lease). The plot if resumed may be declared as available for settlement and a house after European requirements may be allowed to be built on this plot.

Plot No. 85.—Waste land lying vacant. I do not recommend the leasing out of this plot, (and as I have already recommended the leasing out of plots near to this one) to prevent congestion.

Plot No. 86.—Lowland partly under water during rains. Unfit for leasing out but capable of improvement.

Plot No. 87.—To be reserved for a future road.

Plot No. 88.—To be reserved for the drainage scheme.

Plot No. 89.—This is a drain which connects with the Bankimuhan.

Plots Nos. 90 to 93.—To be reserved for the drainage scheme.

Plot No. 94.—This plot, along with plot No. 87 may be reserved for a future pucca road connecting roads Nos. 100 and 60. I am including the cost of this road in the five years' improvement programme.

Plots Nos. 95 to 97.—To be reserved for the drainage scheme.

Plot No. 98.—Lowland under water during rains and unfit for leasing out: Incapable of improvement.

Plot No. 99.—This plot bearing an area of A. 2.15 was settled with Maharaja Sriram Chandra Bhanja Deo, of Mayurbhanj, the since 29th October 1907 at a rent of Rs. 322-8-0. The plot is lying vacant and no building has been started as yet. The Maharaja applied for two years' time for the construction of the building, but the Deputy Collector in charge did not pass any definite order and asked him to finish the building as early as possible. No steps seem to have been taken since the 9th February 1909 to enforce the terms of the lease. The lease is liable to cancellation under clause 13. But as the Maharaja is dead the case may be reported to Government for orders.

Plot No. 100.—Pucca road which connects the Railway Station with the Chakratirtha Road.

Plot No. 101.—This plot bearing an area of A. 2 has been settled with the Raja of Dhenkanal since the 6th December 1907. The building is under construction. The ground floor of the main building has been built according to the sanctioned plan. But a building consisting of five rooms has been constructed on the western side without sanction. Also some kutcha houses have been built on the northern side probably without authority. No papers are traceable showing when sanction to these additions were given. I recommend that the Raja may be called on to show his authority for these additions with a view to enforcing clause 9 of the lease. Two boundary pillars are missing. The Raja may be asked to supply these without delay. No cesspools and drains have yet been built and hence the passage close to the kitchen is unclean and insanitary. Several kutcha latrines have been made on the western side close to the kitchen. The Raja may be directed to clear the site of these insanitary huts and surroundings under clause 11 of the lease.

Plot No. 102.—Lowland under water during rains. Unfit for leasing out and incapable of improvement.

Plot No. 103.—Lowland partly planted with casuarina trees and unfit for leasing out.

Plot No. 104.—Waste land lying vacant and available for settlement.

Plot No. 105.—This plot was first settled with Babu Prasanna Kumar Paul. But the lease was afterwards cancelled for non-fulfilment of conditions of lease and the plot is at present lying vacant. This plot may be declared as available for settlement.

Plot No. 106.—To be reserved for a road.

Plots Nos. 107 and 108.—Vacant waste land which may be declared available for settlement.

Plot No. 109.—Waste land partly planted with casuarina trees and not fit for leasing out.

Plot No. 110.—Lowland lying under water during the rains and unfit for leasing out. Incapable of improvement.

Plot No. 111.—This plot bearing an area of A. 160 has been settled with Mrs. Clarkson, the lessee of the Dak Bungalow on the 30th August 1905 at a rent of Rs. 250. The plot is lying vacant and no building has been commenced as yet. The lease is liable to cancellation under clause 13 but in view of the fact that the Dak Bungalow may be required by Government for unforeseen public purposes and the lessee may have to move her Sea Side Hotel elsewhere I would not recommend resumption proceedings in this case. The lessee may be directed to commence construction of her house without further delay.

Plot No. 112.—To be reserved for a road.

Plot No. 113.—This plot has been settled with Mr. K. B. Dutt since the 24th June 1907 at a rent of Rs. 180 for A. 1-20. The main building and outhouses have been built according to the plan, but the privy has not been built in its position according to the plan. Orders are solicited whether any action is to be taken against the lessee for this defect. The building has been leased out to Mr. Laing who has recently opened a boarding house known as Laing's Holiday Home. The lessee does not seem to have taken the Collector's written consent and I recommend that clause 19 may be enforced against him.

Plot No. 114.—This plot with an area of A. 59 has been settled with Babu Balmakund Ruia on the 28th November 1910 at a rent of Rs. 88-10-0. The plot is lying vacant and no building has been commenced as yet. The lease is liable to cancellation under clause 13 and I recommend that resumption proceedings may be taken up against this plot. The plot if resumed should not be leased out as it is necessary to keep the area open.

Plots Nos. 115 and 116.—Lowland under water during the rains and unfit for leasing out. Incapable of improvement.

Plot No. 117.—This plot bearing an area of A. 2 with a rent of Rs. 200 was settled with the Raja of Khalikota on the 17th February 1906. Afterwards on the 4th August 1908 the Raja applied for A. 30 of land remaining out of the said plot and the area was settled with him on the 23rd May 1907 at a rent of Rs. 80. The main building has been built according to the plan. But the outhouses have not been built according to the sanctioned plan. As the Raja is dead the property is under the Court of Wards of the Madras Presidency. Orders are solicited whether clause 8 of the lease should be enforced against the lessee.

Plot No. 118.—Waste land lying vacant and may be declared as available for settlement.

Plot No. 119.—This plot was once settled with Babu Priyanath Chatterji on the 7th June 1907 at a rent of Rs. 100 for A. 1, but the lessee relinquished the land and the lease was cancelled with effect from April kist of 1910-11. The plot is at present lying vacant and may be declared as available for settlement.

Plot No. 120.—To be reserved for a road.

Plots Nos. 121 and 122.—Vacant waste lands which should not be leased out as otherwise the area would get congested.

Plots Nos. 123 to 125.—Lowland under water during rains and unfit for settlement.

Plot No. 126.—To be reserved for a future pathway.

Plots Nos. 127 to 130.—Lowland under water during rains, unfit for leasing out. Not capable of improvement.

Plot No. 131.—This plot with an area of A. 33 has been settled with Babu Nagendramohan Ray since the 23rd June 1906 at a rent of Rs. 60. The main building has been built according to plan. One outhouse on the eastern side and a privy on the northern side though shown and sanctioned in the plan have not been built as yet. He may be directed to complete the building as early as possible.

Plot No. 132.—This plot bearing area of A. 66 has been settled with Babu Makundmohan Maitra since the 23rd June 1906 at a rent of Rs. 100. The building has been constructed according to plan, but some kutcha houses have been built without permission. The lessee may be directed to demolish these houses. One of the front boundary pillars has not been erected as yet. The lessee may be directed to furnish one without delay. The sanitation of the building appears to be good.

Plot No. 133.—This plot bearing an area of A. 1 has been settled with the Rani of Putia since the 14th March 1905 at a rent of Rs. 100. The main building has been built according to plan. But some outhouses on the eastern and western sides have not been built as yet. A privy on the southern side has not been built according to type plan. The sanitation of the house is good. The lessee may be directed to complete the outhouses and reconstruct the privy according to the type plan.

Plot No. 134.—This plot with an area of A.1 has been settled with Babu Jankinath Bose since the 29th September 1905 at a rent of Rs. 100. The sanitation of the building is good. The house has been let to the Inspector of Salt.

Plot No. 135.—This plot bearing an area of A. .50 has been settled with Babu Surendranath Mitra since the 29th September 1905 at a rent of Rs. 50. The building is at present let out to the Settlement Department for holding office. The building has been constructed according to the sanctioned plan.

Plot No. 136.—This plot bearing an area of A. .50 has been settled with Babu Harish Chandra Ghose since the 29th September 1905 at a rent of Rs. 50. This building is also let out to the Settlement Department. The building has been constructed according to the sanctioned plan.

Plot No. 137.—This plot with an area of A. 1 was settled with Babu Biswanath Singh at a rent of Rs. 100. But the lessee afterwards relinquished the land and the plot is lying vacant and may be recommended as available for settlement.

Plot No. 138.—Waste land unfit for leasing out. To be reserved as a roadside land.

Plot No. 139.—To be reserved for roadside land.

Plot No. 140.—Pucca Road extending from the Tinconia Garden to the Railway Station.

Plot No. 141.—Roadside waste land.

Plot No. 142.—This plot bearing an area of A. .05 was settled with Bhagirathy Panda at a rent of Rs. 5. But the lease was cancelled with effect from the April kist of 1906-07, the land being required for a drainage.

Plot No. 143.—A drain connecting with Bankimuhan.

Plot No. 144.—This plot bearing an area of A. .04 has been settled with Kangail Senapati at a rent of 4-12-0. There is a thatched house on this plot which has been let out to a vendor of a liquor shop.

Plot No. 145.—This plot bearing an area of A. .02 has been settled with Gopal Senapati at a rent of Re. 1-4-6. The house is a small hut and situated by the side of a road leading to the Railway Station.

Plot No. 146.—Trenching ground.

Plot No. 147.—Tinconia Experimental Garden. A full history of the garden has been given in paragraph 45 of the report.

Plot No. 148.—Roadside land.

Plot No. 149.—Pucca road known as Armstrong Road.

Plot No. 150.—Pucca road leading to the Railway Station.

Plot No. 151.—Reserved for future requirements of the Police Department being close to the Reserve police-station.

Plot No. 152.—Site of old Mortuary.

Plot No. 153.—Roadside land.

Plot No. 154.—Waste land not fit for leasing out. Incapable of improvement.

Plot No. 155.—Pucca Road.

Plot No. 157.—Mission Land, Preacher's quarters, held rent-free.

Plot No. 158.—This plot was originally leased out to Babu Prasanna Kumar Paul. But the lease was cancelled for non-fulfilment of condition. This plot may be declared as available for settlement.

Plot No. 159.—Waste land lying vacant and may be declared as available for settlement.

Plot No. 160.—Vacant waste land, but should not be leased. To be reserved for future requirements of the police.

Plot No. 161.—To be reserved for a future road.

Plot No. 162.—Vacant waste land and may be declared as available for leasing out.

Plot No. 163.—This plot bearing an area of A. 50 with a rent of Rs. 37-8-0 has been settled with Babu Hemanta Kumar Maitra since the 1st September 1906. The main building has been built according to plan.

Plot No. 164.—This plot bearing an area of A. 50 with rent of Rs. 30 (concession rate) has been settled with Babu Purna Chandra Banerji, late Inspector of Police, Puri, since the 4th November 1903. The house is a thatched one though the plan was sanctioned for a pucca house. The privy, the cookshed, cowshed, and stable are not in proper position according to plan. The privy has been constructed on the northern side, kitchen, cookshed and cowshed have been made on the southern side, their proper position being just the opposite on the plan. Orders are solicited whether any steps are to be taken against this lessee for these irregularities.

Plot No. 165.—Reserved for roadside land.

Plot No. 166.—Pucca road which connects the Sanatorium with Government Tinconia Garden.

Plots Nos. 167 to 169.—Reserved for roadside land.

Plot No. 170.—This plot bearing an area of A. 80 with a rent of Rs. 80 has been settled with Babu Priynath Ghose since the 2nd February 1907. The main building has been built according to plan, but the privy and outhouse on the northern side have been made without sanction. I recommend that steps may be taken against the lessee for these unauthorised outhouses under clause 9 of the lease.

Plots Nos. 171 and 172.—Vacant waste land to be reserved for a proposed park.

Plot No. 173.—This plot bearing an area of A. 90 with a rent of Rs. 135 has been settled with Mr. Justice A. Chaudhury since the 29th December 1906. The plot is lying vacant and no building has yet been commenced. The lease is liable to cancellation under clause 13 and I recommend that resumption proceedings may be taken up with respect to this plot. The plot when resumed may be reserved for proposed park.

Plot No. 174.—To be reserved for the proposed park.

Plots Nos. 175 to 177.—To be reserved for the proposed park.

Plot No. 178.—To be reserved for the proposed park.

Plot No. 179.—This plot bearing an area of A. 43 with a rent of Rs. 18-14-0. was settled with Babu Durga Charan Jagdeb Ray and was transferred to Mr. Danby on the 27th May 1906. The holding was again transferred to Mr. Stephen A bungalow stands on the plot which is at present out of repairs. The bungalow has been proposed to be acquired by the Salt Department for the Salt Inspector's quarters and the approximate value of the bungalow and the tenant's interest in the land has been estimated at Rs. 2,902.

Plots Nos. 180 to 184.—Waste land unfit for leasing out.

Plot No. 185.—To be reserved for the future extension of the Club or for any other any public purpose.

Plots Nos. 186 to 188.—Vacant waste land to be reserved for the proposed public park and a public walk.

Plot No. 189.—To be reserved for a road through the proposed park to the Club.

Plot No. 190.—Vacant waste land to be declared as available for settlement for a building after European requirements.

Plots Nos. 191 and 192.—To be reserved for the proposed park.

Plot No. 193.—This plot bearing an area of A. 1 with a rent of Rs. 100 has been settled with Mr. E. De Brunner since the 23rd March 1908. The main building agrees with the plan. One kutchra house, one pucca room in the house and a room for a windmill has been made without permission. Action may be taken to enforce the terms of clause 9 of the lease against the lessee. If my proposals

to construct a public walk and the park in the estate be approved, this building, which is a very pretty one, at the same time not costing much, may be acquired by Government for a grandstand inside the park.

Plots Nos. 194 and 195.—Vacant waste land to be reserved for the park.

Plot No. 196.—Proposed new road.

Plot No. 197.—Waste land with a tank to be reserved for the park.

Plot No. 198.—Waste land unfit for leasing out.

Plot No. 199.—Waste land lying vacant and may be declared as available for settlement. This will be a very desirable site when the new park is laid out. A house may be allowed to be built here after European requirements.

Plots Nos. 200 and 201.—Waste land with casuarina plantations on them.

Plot No. 202.—Roadside land.

Plot No. 203.—Portion of the Port Road.

Plot No. 204.—Roadside land.

Plot No. 205.—Greater part of this plot has been acquired by the Government Zila School and the remaining portion has been acquired by the Police Department for extension of the Sadr police-station.

Plot No. 206.—To be reserved for a proposed road.

Plot No. 207.—This is about to be acquired by the Police Department for the Sadr police-station.

Plot No. 208.—Waste land unfit for leasing out. Not capable of improvement.

Plot No. 209.—This plot bearing an area of A. 32 with rent of Rs. 38-6-0 has been settled with Babu Hare Krishna Das since the 20th October 1911. The plot is lying vacant and one year's time allowed for construction of the building has not yet expired.

Plot No. 210.—Pucca road extending from the Sadr police-station to the Tinconia Garden.

Plot No. 211.—Police land, Court Inspector's quarters.

Plot No. 212.—Police land.

Plot No. 213.—Sadr police-station.

Plot No. 214.—This plot was settled with Mir Mobarak Ali and Mir Asad Ali before the revenue settlement.

The area of this plot is A. 02 but the rent is Re. 1-2-0. The lessees have built a thatched house on the plot and this house is in existence for a long time. The lessees work as duffries in the Puri Collectorate and District Board. The passage between plot No. 214 and 215 has been encroached upon by these men and a kutcha latrine made on it. The lessees may be served with a notice to remove the encroachment.

Plot No. 215.—This plot with area of A. 04 and rent Rs. 12-9-0 has been settled with Muhammad Jamurudin, Collectorate duffri, before the revenue settlement. A small thatched house has only been built. The plot has no boundary pillars. The lessee may be asked to demarcate the land.

Plot No. 216.—A part of this plot bearing an area of A. 10 with rent of Rs. 12 has been settled with Syed Tafazul Hussain, Naib Nazir of Puri Collectorate, since the 30th September 1910. The lessee applied to build a thatched house on the plot and submitted a sketch plan accordingly, but no orders have been passed on the petition nor the plan sanctioned. The lessee has now built a thatched house the sanitary condition of which is not good. The surroundings of the house is in an unclean state and there are no boundary pillars. The plan of the lessee may now be examined by the District Engineer and sanctioned and the lessee asked to construct a house according to it and to demolish the insanitary huts.

Plot No. 217.—The portion behind the Sadr police-station has been taken up by the Police Department and the portion bordering on the eastern boundary has been proposed for a *bustee* for the Muhammadan peons of the Collectorate and the Civil Courts of Puri. *Vide* paragraph 67 of the report.

Plot No. 218.—Municipal public latrine.

Plot No. 219.—Narrow strip of waste land now full of cactus jungle. Not necessary to be reclaimed.

Plot No. 220.—Pucca road from Training School to Sadr police-station.

Plot No. 221.—Waste land full of cactus proposed for a *bustee* for the Muhammadan peons, *vide* paragraph 67 of the report. The plot should be immediately cleared of cactus and the Chairman of the Municipality addressed on the matter.

Plot No. 222.—Pathway to the Municipal bullock shed.

Plot No. 223.—This plot bearing area A. 2, with rent of Rs. 60 (concession rate given to Conservancy Inspector of Puri Municipality) has been settled with Mr. E. J. Maderia, since the 29th September 1905. Out of this area a portion on one extremity has been made into a garden and a bungalow has been made on a portion on the other extremity. The middle portion has been split up into several thatched houses. The bungalow and the thatched houses were let out during the time of Mr. Hamilton. Mr. Maderia applied for permission to let out the thatched houses to respectable and European gentlemen. He was asked by the said Collector to state clearly the period for which he wanted to let them out and the person or persons to whom he wished to lease the house and whether he intended living elsewhere himself. The record shows that no reply to these questions has been received from the lessee. But the bungalow and the thatched houses have been let out.

Plot No. 224.—Pucca road.

Plot No. 225.—This plot bearing an area of A. 50 with rent of Rs. 50 was first settled with Babu Hridaynath Mitra. The lessee mortgaged the plot with the permission of the Deputy Collector in charge. This land was again brought to sale on a money decree obtained by Babu Bidhu Bhusan Banerjee against the lessee and was purchased by the Puri Bank free of encumbrances. The mutation has now been allowed and the plot has been recorded in the name of Babu Bidhu Bhusan Banerjee, Manager of Puri Bank. The building is now under construction. Mutation has been allowed on the 10th May 1912.

Plot No. 226.—This plot was first taken up by the School Department, but was afterwards exchanged for plot No. 227. This may be declared as available for settlement.

Plot No. 227.—Taken up by the School Department, for a proposed road. Now full of cactus. The cactus may be cleared up by the Municipality immediately.

Plot No. 228.—Zila School Boarding House.

Plot No. 229.—Roadside land full of cactus. The Municipality may be asked to cut the cactus hedge at an early date.

Plot 230.—Pucca road from Training School to Zila School Boarding House.

Plot No. 231.—Roadside land full of cactus. The Municipality may be asked to clear the hedge without delay.

Plot No. 232.—This plot bearing an area of A. 82 with rent of Rs. 113 was settled with Babu Hari Pada Chatterjee on the 1st June 1907. But as the said lessee could not build any house within the prescribed period, the lease was cancelled and the plot was settled with Mr. Justice Digamber Chatterjee with effect from the November kist of 1911-12. The plan of the building has been submitted to the District Engineer for opinion.

Plot No. 233.—This plot with area of A. 04, rent Rs. 4, has been settled with Sheik Rasul Bux since the 26th July 1904; The lessee is a baker by profession. Only a thatched house has been built on the plot according to the measurement of the plan and the privy has been made without roof. The sanitary condition of this house is not good and the house is situated in front of the School Boarding. Besides the plot has no boundary pillars. The lessee may be directed to build a roof to his privy and to do other sanitary improvements as he may be called upon to do, especially for the health of the students of the School Boarding.

Plot No. 234.—The plot bearing an area of A. 2 with rent of Rs. 200 has been settled with Babu Debendra Nath Rai since the 3rd April 1904. The building has been constructed on a very nice site, *i. e.*, on a sandy hill, formerly the residence of Haris (sweepers). The main building and the

kitchen have been built according to plan, but the privy has not been made according to the sanctioned plan. The building is now lying unoccupied and the compound is in a very unclean state. Cactus jungles have grown here and there. The lessee may be asked to properly clean the surroundings of the house. The lessee may be directed to demolish the present privy and to build a proper privy after the type plan.

Plot No. 235.—This plot bearing an area of A. 70 with rent of Rs. 52-8-0 has been settled with Babu Dina Nath Dey, retired Deputy Collector of Puri, since the 1st January 1907. The building has been made according to the sanctioned plan and is at present let out. The lessee has encroached on the whole of the roadside land by raising a pucca wall just by the side of the road. There are also some casuarina trees on this encroached portion of the roadside land. The lessee may be directed to demolish the compound walls and to set free the roadside lands so far as will be shown to him after proper measurement of the plot in his presence by the Sadr Kanungo.

Plot No. 236.—Land reserved for a future pathway.

Plot No. 237.—This plot bearing an area of A. 1 has been settled with Babu Bibhuti Bhusan Mukherji, Government Pleader, at a concession rate of Rs. 112-8-0 since the 3rd March 1910. The condition of the concession is that "the rental at $\frac{3}{4}$ th of the normal rate has been fixed for the lessee personally so long as he continues to hold the lease and remains in the office of Government Pleader or in Government employment in any other capacity, but will not apply to his heirs or to any to whom he may transfer the holding. It is also liable to enhancement on expiry of the term under clause 17 of the lease". The lessee was allowed one year's extension from the 14th June 1911 to complete his building. At present the materials are being collected and the building has not been commenced as yet. The extension has now expired and the terms of clause 13 of the lease could be enforced. Orders are solicited as to what action is to be taken against the lessee who is at present working as Munsif of Sasaram.

Plot No. 238.—This plot bearing A. 1 has been settled with Babu Durga Charan Ray, late a clerk, Account office, Puri, since the 20th September 1905 at a concession rate of Rs. 30. The lessee applied to the Collector, Mr. Mitter, on the 28th March 1906 for building kutcha houses to live in and for permission to submit plan of the building when necessary. He obtained permission on the 3rd April 1906 to do as prayed for. As the lessee could not build any kutcha house even by the 6th July 1907 he again applied to the Collector for an extension of 2 years' time and was allowed time till the 30th September 1907. The lessee did nothing even after the 30th September 1907 towards building any house on the land. A kutcha house is now under construction. Apparently he is building without permission. The construction of the kutcha house may be stopped and the lessee may be directed to build a proper house according to plan to be now approved or else the lease may be cancelled and the land resumed.

Plot No. 239.—Narrow strip of waste land unfit for leasing out. Not capable of any improvement.

Plot No. 240.—Training School ground.

Plot No. 241.—Roadside land.

Plot No. 242.—Church land.

Plot No. 243.—Roadside waste land.

Plot No. 244.—Pucca Road.

Plot No. 246.—Roadside waste land.

Plots No. 247 and 248.—Latrine of the School.

Plots No. 249 to 254.—Government Zilla School with the old boarding house and play ground.

Plot No. 255.—This plot bearing A., 42 has been settled with Babu Harendra Chandra Chatterji at a rent of Rs. 42 (A. 31 was settled on the 11th May 1905 and A. 11 on the 13th September 1908). The main building and the outhouses have not been built as yet. Only a well has been sunk according to the sanctioned plan. The present residential thatched houses do not agree with the plan. This is a case of building unauthorised bungalows. Orders are solicited as to what steps are to be taken against the lessee. He should not be allowed to build the main

building any more, but he may continue to keep the thatched houses provided he uses them himself and does not lease them out. The boundary pillars are missing. The lessee may be directed to supply them at once

Plot No. 256.—This plot bearing area A. 31 with rent Rs. 31 has been settled with Suresh Chandra Chatterji since the 9th June 1908. The cesspool of the house is in a very bad condition. The sullage water of the house flows into the school compound, which is dangerous to the health of the students. The lessee may be directed to remove this nuisance and to build a proper sanitary drain. The main building has been built according to the sanctioned plan. But the outhouses have not been built according to the sanctioned plan. There are no boundary pillars. The lessee must supply these at once. Steps may be taken against the lessee under clause 8 of the lease regarding unauthorised outhouses.

Plot No. 257.—This plot bearing an area of A. 31 with rent Rs. 31 has been settled with Babu Prafulla Kumar Chakravarty since the 11th May 1905. There are no boundary pillars to demarcate the plot. The lessee may be asked to supply these at once. The building has been built according to plan, but one outhouse has been made without authority. The lessee may be directed to show cause why clause 8 of the lease should not be enforced against him. The building is at present let out and is used as the office of the Puri Bank.

Plot No. 258.—To be reserved for a roadside land.

Plot No. 259.—To be reserved for a roadside land.

Plot No. 260.—Pucca road extending from Dolmandap Sahi to the Collectorate office.

Plot No. 261.—This is only a verandah of a building belonging to Babu Bhikhari Misra. The main building is in the zamindari estate. This plot with A. 02 was settled with the said lessee in 1897 on a rent of Rs. 6. The term of the said lease expired on the 31st March 1911 and the lease has been renewed for a term of 15 years at a rent of Rs. 6 during the time of Mr. Clark.

Plot No. 262.—Waste lands used as footpath and unfit for leasing out.

Plot No. 263.—The plot bearing an area of A. 69 with rent Rs. 69 has been settled with Babu Dhanapati Banerji since the 27th April 1905. The main building has been built according to the sanctioned plan. The privy has not been made in its position according to plan. Some thatched houses along the compound wall and some inside the compound have been made without permission. The lessee may be called on to demolish these insanitary thatched houses at once. The building is in the own use of the lessee.

Plot No. 264.—This plot bearing an area A. 25 with rent of Rs. 25 was settled with late Rai Hari Ballabh Bose Bahadur before the Revenue Settlement. The owner of the plot is one of the oldest tenants of the estate and the rent has therefore been assessed at a low rate. This rent has been settled for a term of 30 years from 1896. The sanitary condition of the building is good. No plan of the building is available as the land was settled before the Revenue Settlement and the introduction of the new lease form now in force. The holding has at present been mutated in the names of Babus Ramkrishna Bose and Nityananda Bose the heirs of the late Rai Hari Ballabh Bose Bahadur. The building is a very spacious one and is at times let out to rich gentlemen visiting Puri either on pilgrimage or change.

Plot No. 265.—This plot bearing an area of A. 27 with rent of Rs. 27 has been settled with Babu Moti Lal Rai, late Munsif of Puri, since the 28th February 1906 (Mr. P. C. Mitter's time). The building and the outhouse have been built according to the sanctioned plan and at present let out for the Court and residence of the 2nd Munsif. There are no cesspits for deposit of the sullage water of the house. A cesspool and a drain are indispensably necessary and under clause 11 of the lease the Collector may call upon him to make these improvements at once.

Plot No. 266.—This plot bearing an area of A. 50 with rent of Rs. 10 has been settled with Babu Rama Nath Ghose since the 1st January 1901. The term of the lease is for 100 years. The lessee was given this plot on 100 years' term in exchange for (Plots 216 and 215 old) portion of plot No. 573 which he originally held for 100 years from Father Dacarre.

Plots Nos. 215 and 216 old.—Were originally settled with Rev. Decarre, who afterwards transferred them to Babu Harish Chandra Ghose, who again transferred them to Babu Ramanath Ghose on the 17th April 1900. The position of these two plots is the present site of the Collector's bungalow. As the plots so transferred to Babu Ramanath Ghose were required for Government buildings, he was given in exchange an equal area in plot No. 266. The term of the lease is for 100 years as this was the term on which an exchange could be obtained. The plot is at present lying vacant. The orders sanctioning exchange are not traceable. As no building has been built on the land yet, the lessee may be directed to build the house in one year on pain of resumption of the land after the period.

Plot No. 267.—This plot bearing an area of A. 4.09 with rent of Rs. 409 has been settled with Maharaja Manindra Chandra Nandi of Cassimbazar. The area was settled with the Maharaja on three different dates—A. 1 with rent of Rs. 100 was settled on the 20th November 1903, A. 2.64 with rent of Rs. 264 was settled on the 1st April and the rest on the 31st August 1908. A plan for a building on the said A. 4 of land was sanctioned on the 22nd August 1908. The building according to the plan has not been completed as yet and some kutchas have been made on the eastern side without sanction. A well has been sunk on the north-west corner just on the boundary of the plot without sanction. The site of this well is objectionable as this is sunk quite close to a road now under construction. The building is at present let out. Orders are solicited whether the terms of clauses 9 and 10 should be enforced against the Maharaja.

Plot Nos. 268 and 269.—These plots with an area of A. 1.28 and rent of Rs. 96 has been settled with Babu Hari Pada Bhattacharjea since the 30th May 1909. The main building and the privy have been made according to the sanctioned plan but a kutchas house on the western side has been made without permission. The lessee may be directed to demolish this without delay. A building on plot No. 269 is now under construction and a kutchas stable has only been built. Most part of the building is at present let out. The lessee was allowed a concession rate of Rs. 75 per acre as he was a Public Works Department Overseer.

Plot No. 270.—Proposed road.

Plot No. 270-1.—This plot bearing area A. .30 with rent of Rs. 45 has been settled with Babu Dhanapati Banerji since the 28th September 1909. This plot was taken in extension of his plot No. 263. The order of the Collector, Mr. Clark, regarding the lease is as follows:—“It differs from the ordinary cases and it is not necessary to insist on compliance with clause 13. The lessee will of course have to obtain sanction to the plans of any buildings he erects on the land. Remind him of this and see that it is not lost sight of.” No plan is still needed as the plot is used as a garden up till now. Besides, nearly A. .07 out of the proposed road (Plot No. 270) has been encroached on by the lessee and amalgamated with the garden plot No. 270-1. The lessee may be directed to set free this encroachment as will be pointed out to him by the Sadr Kanungo on actual measurement.

Plot No. 271.—Formerly liquor shop. At present encroached on by Babu Dhanapati Banerji and amalgamated with plot No. 270-1. Babu Dhanapati Banerji may be directed to set free the encroachment at once to the satisfaction of the Sadr Kanungo.

Plot No. 272.—A kutchas road to the Municipal Bullock shed.

Plot No. 273.—Municipal Bullock shed.

Plot No. 274.—This plot bearing area A. .33 with rent of Rs. 10 has been settled with Babu Bayadhar Ray. The lessee was allowed a concession rate as he is a Government servant formerly working as Head Clerk of the Puri Collectorate and at present Head Assistant, Jajpur Subdivisional Office. It appears from the record that plot No. 263 was settled with Babu Bayadhar Ray, but on comparison of the boundaries it appears that plot No. 274 belongs to Babu Bayadhar Ray and plot No. 263 to Babu Dhanapati Banerji. They are accordingly in possession of the land. Besides, the area of plot No. 263 is A. 69 and that of plot No. 274 is A. 33 only. It is therefore clear that plot No. 274 belongs to Babu Bayadhar Ray and plot No. 263 to Babu Dhanapati

but owing to some mistake Plot No. 263 has been put in the kabuliyat of Babu Bayadhar Ray. Babu Gadadhar Patnaik, Chakla Kanungo of Khurda, who did a great portion of the Survey work of Balukhand, says that 263 is a number of the old map of the time of Mr. Garrett which was revised by Sudarsan Babu, and the said plot corresponds to present plot No. 274. The map of the time of Mr. Garrett is not forthcoming in the office. If the statement of the Kanungo be correct, then plot No. 263 of the lease is not a mistake. In the present Jamabandi and map the plot of Babu Bayadhar Ray has been numbered as 274 and that of Babu Dhanapati Banerji as 263. The plot of Babu Bayadhar Ray is lying vacant as yet and notice may be issued on him to show cause why terms of clause 13 should not be enforced against him.

Plot No. 275.—This plot has recently been settled with Babu Gopal Ballabh Das, Deputy Collector of Puri. The kabuliyat has already been executed for A. '35 of land at a rent of Rs. 39-6.

Plot No. 276.—This plot bearing area A. '50 with rent of Rs. 15 has been settled with Babu Padma Charan Mahanty, Superintendent of Puri Collectorate, since the 26th September 1905. The lessee on a representation to the Collector was allowed time till October 1907 to complete the building. But no building has been started as yet and the plot is at present used as a garden. The lessee may be called on to show cause why the terms of clause 13 of the lease should not be enforced.

Plot No. 277.—This plot bearing area A. '50 with rent of Rs. 15 has been settled with Babu Srinath Bose, at present Revenue Peshkar of Puri Collectorate, since the 25th September 1905. The lessee was allowed time till the 30th December 1907 to complete the building. But no building has been commenced as yet. The terms of clause 13 of the lease may be enforced and resumption proceedings taken.

Plots Nos. 278 to 286.—Vacant. To be reserved for the Drainage Scheme.

Plot No. 287.—To be reserved for a proposed road.

Plot No. 288.—Formerly recorded in the name of Babu Khetra Mohan De. The lease was cancelled for non-fulfilment of the condition of the lease. This plot may be reserved for unforeseen public purposes, such as Munsif's kutchery, etc.

Plot No. 289.—This plot bearing area A. '22 with rent of Rs. 4-8-0 has been settled with Babu Jogendra Nath Sirkar since the 23rd September 1909. The cesspool of this building is in a very bad condition. Three latrines have been built close to one another and are very near the dwelling houses. The sanitary condition of the house is bad. The building is at present let out. The plot originally belonged to the Baptist Mission and afterwards transferred to Babu Jogendranath Sirkar. The original record of the Mission cannot be traced. The present lessee may be directed to submit a plan of the building. On receipt of the plan the Health Officer may be asked to see the house and the lessee asked to do such sanitary improvements to the house as may be directed by the Health Officer.

Plot No. 290.—This plot bearing area A. '07 with rent of Rs. 5-4-0 has been settled with Babu Akhoy Kumar Chaudhuri, late Deputy Collector of Puri, since the 29th May 1907. The main building, kitchen, well and privy have been built according to the sanctioned plan. But a kutcha shed on the eastern side has been built without permission. The lessee may be directed to demolish this immediately. The cesspool of the house is in a very bad condition and requires to be rebuilt with due regard to sanitation.

Plot No. 291.—This plot bearing A. 1 with rent of Rs. 100 has been settled with Babu Bhagaban Das since the 14th June 1905. The main building has been built according to plan. But the kitchen, outhouses and privy have not been built according to the sanctioned plan. There is no cesspool attached to the building and the sullage water flows into the open ground. The sanitary condition of the house is bad. The house may be ordered to be inspected by the Health Officer and the lessee directed to make such sanitary improvements as may be advised by the Health Officer.

Plot No. 292.—This plot bearing area A. 1 with rent of Rs. 100 has been settled with Bai Jogendranath Choudhury since the 24th July 1908. No building has yet been commenced and the plot is lying vacant. The lessee was strictly ordered by Collector Mr. Mitter to commence the building by the 1st April 1907 on pain of cancellation of his lease. Although five years have since elapsed, the lessee has taken no steps to commence the building. The lease may be cancelled and resumption proceedings taken with respect to this land immediately. The plot if resumed should not be resettled to avoid congestion of the area. This plot with plot No. 297 may be reserved for a proposed new market in Balukhand, *vide* paragraph 83 of the report.

Plots Nos. 293 to 298.—Lying vacant. Reserved for the proposed drainage scheme.

Plot No. 299.—This plot bearing area A. 15 with rent of Rs. 15 was settled with Babu Banchanidhi Naik, Head Clerk of the Police Office, since the 19th September 1905. The plot was again transferred to Babu Susilkrisna Mukherji on the 10th August 1910 and the mutation was allowed. The main building has been built according to the plan and is let out at present.

Plot No. 300.—This plot bearing area A. 16 with rent of Rs. 16 has been settled with Babu Susilkrisna Mukherji since the 2nd April 1907. The main building has been built according to the plan sanctioned. The eastern side verandah has been converted into a room and the privy has not been built in proper position. An outhouse and a privy have been built on the western side without permission. The lessee may be directed to show cause why the terms of clause 9 of the lease should not be enforced against him. The cesspool is in a very bad condition and the sullage water of this building as well as of plot No. 299 flows into the public road. The state of affairs here is highly insanitary and the house may be inspected by the Health Officer and the lessee ordered to make such sanitary improvements as may be recommended by the Health Officer.

Plot No. 301.—The plot bearing A. 75 with rent of Rs. 75 was settled with Gyanada Mazumdar since the 6th July 1905. The plot was transferred on the 11th July 1911 to Gyanada Debi and mutation was allowed. The sanitation of the building is good and the building is let out at present.

Plot No. 302.—This plot bearing area A. 50 with rent Rs. 50 has been settled with Babu Girindranath Bose since the 3rd February 1905. The building and the outhouses have been built according to the plan. A kutcha cowshed has been built within the compound on the north-eastern side without permission. The lessee may be directed to demolish this without delay. The cesspool is in a very bad condition and the rubbish of the house is thrown on the roadside. The Health Officer may be directed to inspect the house and the lessee directed to make such sanitary improvements as may be recommended by him. The building is at present let out.

Plot No. 303.—This plot bearing area A. 50 with rent Rs. 50 has been settled with Babu Radhakanta Banerji, retired Deputy Collector since the 30th October 1904. The front side of the main building has been built according to the sanctioned plan, but some additions on the northern side have been made without permission. The lessee may be directed to show cause why clause 9 of the lease should not be enforced. The building is in the own use of the lessee. Sanitation of the building is good.

Plot No. 304.—This plot bearing A. 1 with rent Rs. 100 has been settled with Babu Kali Sankar Sukul since the 10th October 1905. The lessee was allowed time for one year from the 18th July 1906 to complete the main building. The lessee built only the plinth of his main building and two out-offices on a rather elaborate scale than was shown on the plan. He did not complete the main building. As the construction of the building was not completed within five years and as the lessee actually used the two outhouses as residential buildings and regularly let them out, permission of letting out outhouses was refused by Mr. Hamilton. He was asked to show cause and his explanation were being found insufficient resumption proceedings were ordered to be drawn up by the Collector, Mr. Hamilton, on the 22nd December 1908, for disobedience of the repeated orders. Notwithstanding the order, the lessee continued to let out the

two out-offices at an exorbitant rate. The lessee's widow (the lessee having died meanwhile) was served with a notice that the land had been resumed to Government. It appears from the record of the case that possession was not taken of the land, but there is an order by Mr. Clark that he would make a local inspection. The local inspection was not done and two years later there was an order written by the Sadr Kanungo "file for the present", signed by Mr. Clark. The record of the case in question appears to be suspicious. There is nothing to show what reasons existed for a revision of Mr. Hamilton's order to resume the land and why the case hung on from two to three years without any order. In the meanwhile the two outhouses were being regularly let out and one of the so-called outhouses is a specious and well situated bungalow and has been let out to me since I joined the District. Permission to build the main structure was not given as the so-called outhouses were in themselves self-contained bungalows and Mr. Hamilton was of opinion that too many houses on one plot would make the area extremely congested. The lessee may be called on to explain why Mr. Hamilton's order of resumption of the 22nd December 1908 communicated to him should not now be enforced and after hearing the lessee and going through the records the Collector may decide the case. I am afraid several knotty and intricate points will arise in the case which will require careful determination. If the plot is finally resumed it may be reserved for residence of a Deputy Collector of the district, being near the seaport and also the Court and Kutchery buildings. Even at present the two outhouses are let out; two boundary pillars are now missing. There is a small pool in front of the present residential house which contains dirty water and is likely to affect general health if not filled up. The well has no parapet and sands and dried leaves easily fall into it. An addition to the outhouse on the southern side has been made without authority and a privy has also been built without permission.

Plot No. 305.—Roadside land.

Plot No. 306.—Pucca road.

Plot No. 307.—Roadside land.

Plot No. 308.—This plot bearing A. 33 with rent of Rs. 33-5-4 has been settled with Babu Sarat Chandra Rai since the 8th February 1904. The main building has been built according to the plan, but the kitchen has not been built in its proper position. The lessee may be directed to demolish this and to build a proper kitchen. There should be a screen outside on all sides of the privies as they are quite open now and are a standing nuisance to the public road and other buildings in the vicinity. Cactus jungles have at present grown on the eastern side of the building which ought to be removed. The Municipality may be called on to do this without delay. The building is at present used as a hotel under the name of the Victoria Club. The lessee under orders of Collector Mr. Blackwood, dated the 26th September 1905, obtained permission to let out the building. Babu Hemendranath Rai, proprietor of the Club, has obtained permission from the Collector to use this building as a hotel under conditions that the inmates of the boarding must not exceed 20 (*vide* Misc. case No. 15 of 1910-11 disposed of on 7th October 1910). The building is quite out of repairs. The lessee may be directed to do the repairs and to make the surroundings more sanitary than it is at present. The fact that the place is used as a hotel is the greater reason for enforcing clauses 9 and 11 of the lease.

Plot No. 309.—This plot bearing area A. 33 with rent of Rs. 33-5-4 has been settled with Babu Sarat Chandra Banerji, late Munsif of Puri, since the 8th February 1904. The main building and the privy have been built according to the plan. But the outhouses, though made according to the plan, have been made kutchas. Cactus jungle have grown between plots Nos. 310 and 309 and also on the northern boundary which should be cleared by the Municipality at a very early date. A hut has been built outside the compound on the northern side without authority which must be demolished. There were two cases of cholera in the house in the present year and the lessee may be directed to thoroughly repair the house before it is let out again.

Plot No. 310.—This plot bearing area A 33 with rent of Rs. 33-5-4 has been settled with Babu Jogendra Kumar Ghose, late Deputy Collector of Puri,

since the 8th February 1904. The kitchen though according to plan has been made kutcha. Cactus jungles have grown on the northern boundary, which may be cleared by the Municipality. The building is at present let out and permission to the effect was obtained from the Collector, Mr. Blackwood, on the 28th August 1905. The sanitary condition of this building leaves much to be desired. There were some cases of cholera in the house in the present year and the lessee may be directed to repair the house thoroughly before it is let out.

Plot No. 311.—To be reserved for a proposed road.

Plot No. 312.—Waste land lying vacant and reserved for the future requirements of the Port Office.

Plot No. 313.—To be reserved for a proposed road.

Plots Nos. 314 and 315.—These two plots were at first leased out to Mr. S. C. Biswas on the 2nd January 1904 at a rent of Rs. 150 for 2 acres of land. The holding was transferred to Rai Hari Ballabh Bose Bahadur on the 2nd May 1904. At present the holding stands in the names of Babus Ramkrishna Bose and Nityananda Bose, the heirs of the late Babu Hari Ballabh Bose. These buildings are situated in a congested area and are continually let out. Bricks have been deposited on the northern side of plot No. 315 and close to the road. The lessee may be served with a notice to clear this. A kutcha house has been built on the northern side of plot No. 315 close to the compound wall. The lessee may be directed to remove the hut as it appears to be insanitary. The buildings and other outhouses have been built according to plan.

Plot No. 316.—To be reserved for a proposed road.

Plot No. 317.—This plot bearing area A. 1 with rent of Rs. 100 has been settled with Babu Damodar Das Barman since the 26th March 1904. The building has been made according to plan and is at present let out.

Plots Nos. 318 and 319.—This plot bearing area A. 1 with rent Rs. 100 has been settled with Babu Gopal Chandra Acharji Choudhury since the 3rd May 1904. The bathroom has not been built according to plan and some kutcha houses have been built without authority. The lessee may be directed to show cause why the terms of clause 9 of the lease should not be enforced against him. Cactus jungles have grown on the northern side of the plot and a kutcha latrine has been made on the northern side without permission. The lessee may be directed to remove the kutcha latrine and to have the cactus cleared immediately. The said latrine has been built close to the public path on plot No. 316. Bricks have been deposited on the passage between plots Nos. 318 and 314 which must be removed by the lessee. The building is at present in the own use of the lessee. Though A. 1 of land was originally leased out to Gopal Babu it was afterwards found out that he was actually in possession of A. .92 and the rest was included in the side road. Besides, Gopal Babu wanted to take lease of the half of the northern portion of plot No. 319 for the purpose of building a stable. On the 1st April 1908, during the time of Mr. Hamilton, A. .27 only out of plot No. 319 was settled with Gopal Babu and the rent instead of being Rs. 27 was fixed at Rs. 19 only (a sum of Rs. 8 was reduced for the less area of A. .08 in plot No. 318). The northern portion of plot No. 319 though acquired for a stable has not been built on as yet. The remaining southern portion of plot No. 319 contains several Nulia temples.

Plot No. 320.—This plot bearing area A. .50 with rent Rs. 75 has been settled with Babu Golap Chandra Sarkar Sastri since the 26th February 1909. The building is now under construction.

Plot No. 321.—A. .05 out of this plot has been settled with Babu Golap Chandra Sarkar Sastri since the 23th July 1910 at a rent of Rs. 7-8-0. This area has been amalgamated with plot No. 320 which belongs to the same lessee. After acquisition of this bit of land the lessee raised a big compound wall on the northern side the height of which is nearly 20 feet. The lessee of plot No. 322 strongly objected to the construction of such a high wall which obstructs free access of the southern breeze into his house. I think under clause 11 of the terms of the lease he may be called on to demolish the wall up to such a height as will not interfere with the free ventilation of the neighbouring houses. The remaining area

of A. 02 out of this plot was first settled with Anam Chandra Das, an orderly peon of the Collector at a rent of Rs. 2. The settlement was made on the 26th April 1904. The lessee was not compelled to submit a plan as he built a small hut on the plot. This plot was on the 19th March 1912 transferred to Babu Paramananda Mahanty, a clerk of the Puri Collectorate, and mutation was effected. The transferee did not submit any plan as it was impossible for him to build a pucca house on such a small area. The lessee has now built a kutcha house on the plot for residential purposes. Besides, a small hut has been made on A. 01 of the plot by one Prasan Singh. The rent has been fixed at Re. 0-3-3 only. This tenant has been allowed the same privilege as the Nulias and has settled with them. I see no objection however to these huts.

Plot No. 322.—This plot bearing area A. 04 with rent of Rs. 4-11-4 has been settled with Priyanath Mahapatra since the 8th June 1904. The lessee is one of the old settlers of the estate and was not required to submit a regular plan. He has built a small thatched house and is living there with his family. The lessee is a native Christian and it is difficult for him to get a suitable place elsewhere in the town (*see* also plot 321).

Plot No. 323.—Waste land which may be reserved for a road.

Plot No. 324.—This plot bearing area A. 01 with a rent of Re. 1-8-0 has been settled with Mohendra Behera, a native Christian since the 9th June 1904. A small hut has only been built on the plot.

Plot No. 325.—This plot bearing area $\frac{1}{2}$ of a decimal acre has been settled with Rangumu Arnapura with a rent of Re. 0-6-8 since the 5th August 1904. A small hut has been built on the plot long since.

Plot No. 326.—Nulia School.

Plot No. 327.—Waste land lying vacant. A small hut with a garden has been made by one Paul Bisoe, Municipal Tax-Daroga. This is an encroachment upon the Khasmahal land but the encroacher says that he is all along paying rent to the Municipality and claims this as Municipal land. As the lands belong to the estate the Municipality has no right to it. Steps may be taken to evict the man from the estate or to recognise him as the tenant of the Khasmahal.

Plots Nos. 328 and 329.—These plots were leased out to one Anka Lachmi, a Nulia. After the death of Anka Lachmi, his son, Ankur Lokenath, transferred two of his *bakharas* (compartment) out of 4 to Radha Bai. Some time after, the said Nulia relinquished his claim in consultation with his mother to the remaining two *bakharas* and they were settled with one Raghu Bir Misra in consultation with his adopted mother, Radha Bai, and the plots were jointly recorded in the names of Radha Bai and Raghu Misra. The rent for A. 04 area of these plots is Re. 1-3-1. Some thatched houses have been built on these plots and a portion out of it is let out to a Police Sub-Inspector. The sanitary condition of these huts is not satisfactory, but I propose no improvement as this is to the back of the estate.

Plot Nos. 330 to 491.—Nulia bustee.

Before the time of Collector Mr. Garrett these people occupied one of the finest building sites on the sea-front close to the Port Office. These men are notorious for their slovenly and unclean habits. They were considered to be a standing nuisance to the health of the Civil Station. Mr. Garrett, in his letter No. 1318, dated the 26th August 1901, addressed to the Commissioner, proposed to remove these Nulias to the extreme south-west corner of the estate and to let out the entire area so occupied by them on building speculations of a substantial character. With the sanction of the Commissioner these Nulias were given Rs. 5. each per *bakhara* or compartment as compensation and were removed to the remotest south-west corner of the estate. They have at present built their houses on regular plan in several rows and are not allowed to scatter over the whole area. The total number of the present Nulia tenants is 144 and the annual rent realised from them amounts to Rs. 42-7-8. The bustee appears to be a model sanitary bustee.

Plots Nos. 492, 344 and 414.—Nulia bustee. Area, excluding the portion on which the Nulia bustees stand.

Plots Nos. 493 to 502.—There are shell stores and lime kilns on these plots. These shell stores and lime kilns have been scattered over an area of A. 4 of land although the actual area occupied by them will not be more than A. 04. No permanent leases have been allowed to the owners of these stores. They have been given temporary permission and the amount of rent is not more than Re. 1-8-0 annually for each kiln. This part of the estate is a pretty site and will be quite suitable for building purposes if these stores and kilns are ordered to be removed to the Municipal area beyond the Swargadwar. The shell stores on plots Nos. 493 and 494 are no longer in existence. The shell store on plot No. 502 has been removed to the south-western side of its original position and two separate huts have been built by the former lessee, Maguni Mullik on the edge of the seaside road. This has been done without permission and notices are being issued against him to remove these huts. I think to allow these to remain here would be objectionable on sanitary grounds specially when I am proposing the Swargadwar portion of the beach to be reserved as a resort for patients suffering from phthisis and consumption. I recommend that these leases should no longer be renewed but the lessees asked to remove to the Municipal area beyond the Swargadwar. For the present I would like to reserve the plots as an open space for the benefit of the people requiring a change and occupying houses in the neighbourhood. The question whether these sites should be given away as building sites may be considered hereafter according to requirements.

Plot No. 503.—This plot bearing area A. 50 with rent of Rs. 75 has been settled with Dr. Kedarnath Dutt since the 2nd February 1906. The building has been built according to the sanctioned plan. The cesspool at the back of this building is in a very wretched condition. There are no coverings on these cesspools and they do not seem to be cleared every day. The building is let out at present. The lessee may be directed to make the cesspools more sanitary.

Plot No. 504.—Formerly reserved for the drainage scheme. The plot is no longer required for drainage, but should not be let out as the area around has become congested.

Plot No. 505.—This plot bearing A. 1 area was settled with the Raja of Parikud on the 18th October 1905 at a rent of Rs. 100, who afterwards transferred the holding to Srimati Jugal Kishore Devi and the mutation was effected on the 23rd September 1911. The building is now under construction and one year's time has not expired as yet.

Plot No. 506.—This plot bearing area A. 50 with rent of Rs. 37-8-0 has been settled with Babu Raghunath Rao, Head Assistant of the Puri Collectorate, since the 20th October 1905. The compound wall has not as yet been raised. Thick cactus jungles have grown on the northern side and surroundings. The building is let out. The Municipality and the lessee may be jointly asked to remove the cactus hedge.

Plot No. 507.—This plot bearing area A. 50 with rent of Rs. 75 has been settled with Babu Surjyakumar Guha Roy since the 15th January 1906. The passage between plots Nos. 506 and 507 has been partly blocked up with cactus jungle and a large number of bricks have been deposited on this passage. The lessee may be called on to remove the bricks and the Municipality may be ordered to cut the cactus. The cesspool is in a very bad condition and the sullage water of the house flows into the compound of plot No. 506 there being no pucca compound walls in plot No. 506. The lessee may be ordered to construct immediately a proper drain and a sanitary cesspool.

Plot No. 508.—This plot bearing area A. 50 with rent of Rs. 75 has been settled with Babu Harinath Adhikary since the 30th May 1906. The compound of this building is not in good sanitary condition. The rubbish of the house have been scattered over the compound and the compound walls have not as yet been raised. Cactus jungles have grown at the back of the compound. The building is let out and fetches a monthly rent of Rs. 100. The lessee may be directed to keep the building in a better sanitary condition and to clear the cactus at an early date.

Plot No. 509.—The plot bearing area A. 22 with rent of Rs. 33 has been settled with Ahamad Bhoj and Ali Bhoj of Colombo since the 15th April 1908. The building has been made according to plan and intended for a godown.

Plot No. 510.—This plot bearing an area A. 02 with rent of Re. 0-10-1 has been settled with Ramaya Naidu, since the revenue settlement. A small hut has been built on the plot. The owner has no passage to come in or go out of the plot. At present plot No. 511, the greater portion of which is lying fallow is used as a path for coming into the public road. If the owner of the plot No. 511, raises compound walls this hut will be shut up within the compound of the plot No. 511. The lessee has his kutcha latrine close to the hut and the sanitary condition of the hut is very bad. It will be better if this hut is removed to the *bustee* of Nulias. Besides the lessee has another hut in the Nulia *Bustee* and hence it is not advisable to allow such a hut to remain close to the gentlemen's quarters. I propose plots Nos. 510 and 511 to be acquired to remove the congestion of the area. These two plots are at present highly insanitary. I am making definite proposals about this in a separate paragraph.

Plot No. 511.—A portion out of this plot bearing area A. 20 with rent of Rs. 30 has been settled with Balabhadra Apal Tirmal Rao since the 18th October, 1911. Most part of this plot is lying fallow and only a hut has been made on it. The sanitary condition of this hut is very bad. The lessee is at present erecting a kutcha cowshed close to plot No. 512 for which no permission has been obtained. There is a strict order of Mr. Clark not to allow the lessee to build any kutcha building. The lessee has submitted a regular plan for a pucca building, but has built a hut only. One year's time has not expired as yet. The plot must be acquired to remove congestion.

Plot No. 512.—A portion of this plot bearing area A. 60 with rent of Rs. 60 has been settled with Messrs. Minchin & Co., since the 13th May 1908. The Company is an old tenant of the estate. The main building which is used as a godown has been built according to plan. But several outhouses, privies and kutcha sheds have been built without authority. The lessee has a long row of thatched huts close to the road which are in a very bad condition. There are a cluster of kutcha houses, at the back of the building, the sanitary condition of which is very bad. The latrine has been made of *talis* and is very close to the hut in plot No. 511. The lessee may be directed to remove all the kutcha huts and latrines which are highly insanitary under clause 11 of the lease. He may only be permitted to keep the main building. If this is done, the whole area will be nicely opened out and the surroundings will be perfectly sanitary.

The remaining triangular portion of plot No. 512 to the north is lying vacant. This portion ought to be reserved as the surroundings have become too much congested.

Plot No. 513.—This plot bearing area A. 47 with rent of Rs. 47 has been settled with Babu Nani Lal Mukherji, late Deputy Collector of Puri, since the 2nd June 1905. The building has been made according to the sanctioned plan and is at present let out.

Plot No. 514.—This plot bearing area A. 40 with a rent of Rs. 40 was settled with Babu Baroda Prasad Ghose, on the 11th December 1906. Mutation in the names of Sachindra Prasad Ghose and other heirs of the late lessee has been effected since the 27th June 1911. The cesspool of the building is in a bad condition. Cactus jungles have grown between plots Nos. 513 and 514. The building is at present let out. The lessee may be directed to make a proper drain and the lessees of plots Nos. 513 and 514 may be ordered to cut and clear the cactus hedge at their expense.

Plot No. 515.—Out of this plot a portion bearing A. 70 with a rent of Rs. 70 has been settled with Babu Behari Lal Ray, Head Clerk of the Puri District Board, since the 1st October 1911. The building is now under construction. The main building, privy and outhouses have been built according to plan. But one outhouse from south to north on the eastern side has not been built as yet. Besides, time for completion of the building has not expired as yet. A portion of this plot between plots Nos. 517 and 512 is reserved for a proposed road.

The remaining portion of this plot on the south of plot No. 518 is lying vacant and ought to be reserved in consideration of the congestion on all sides.

Plots Nos. 516 and 517.—These two plots bearing area A. 26 and A. 39 respectively were originally settled with Krishna Choudhury and Maulvi Issuf Muhammad Suleman. They were afterwards transferred to Babu Nityananda

Bhar, late Deputy Magistrate of Puri and settled with Nityananda Babu on the 17th October 1903. During the time of Collector Mr. Clark a road was proposed to be made through these plots. As a small thatched house already stood on plot No. 516 it was acquired on payment of compensation of Rs. 200. This plot was afterwards settled with Maharaja Manindra Chandra Nandi on the 19th March 1912 and the deficit area covered by the proposed road was made up by allowing an equivalent area out of plot No. 515.

Plot No. 517.—With area A. .39 and road=A. .29 was again transferred to the same Maharaja on the 10th June 1911 and the rent was fixed at Rs. 29. The building on the plot was levelled to the ground with a view to build a new house in continuation with plot No. 516. The building has not been started as yet. The time for completion of the building has not expired. I would recommend that this area settled with the Maharaja may be resumed in consideration of the congestion of the area, the Maharaja being given an equally good site in exchange in the Bankimuhan area.

Plot No. 518.—This plot bearing area A. .25 with rent of Rs. 37-2-0 has been settled with Bimal Prasad Sidhanta Saraswati since the 28th May 1906. The rubbish of the building has been scattered over the compound at the back of the building. The house has no cesspool. The boundary pillars have not been erected. The building is at present let out. The lessee may be directed to construct a proper drain and cesspool as may be ordered by the Health Officer on local inspection and to erect boundary pillars on his land. The whole of this house is highly insanitary and in a bad state of disrepair. Unless the lessee repairs the house and makes sanitary improvements to the satisfaction of the Collector the house may be acquired and demolished to open up the area.

Plot No. 519.—This plot bearing area A. .25 with rent of Rs. 25 has been settled with Babus Ramkrishna Bose and Nityananda Bose since the 2nd May 1904. The plot has no boundary pillars and the building is at present let out and so far as it could be ascertained fetches a rent of Rs. 150 per month. The building is not in proper repairs. The lessee may be directed to erect boundary pillars and to repair the house properly.

Plot No. 520.—Port Office and Port Officer's quarters.

Plot No. 521.—Pucca Road (Port Road).

Plot No. 522.—Flagstaff.

Plot No. 523.—Pucca road.

Plot No. 524.—Observatory.

Plot No. 525.—District Engineer's bungalow. I would recommend that the kutcha outhouses attached to this may be demolished and pucca outhouses made by the District Board as these kutcha outhouses spoil the beauty of the sea-front.

Plot No. 526.—This plot corresponding to old plots Nos. 274, 447, 414 and 445 of Block A, was settled with Mr. Danby at a rent of Rs. 100. This holding was transferred to Babu Bhutanath Mitter on the 8th June 1906 and since then it is in possession of Bhutanath Babu. The buildings under construction are not being built according to sanctioned plan. No plan of the building built from north to south on the eastern side has been submitted for sanction. A kutcha house on the western side from north to south has been built without authority. The building is in the own use of the lessee. This plot originally contained a building by one Swarnamai Dasi who let it to the Salt Superintendent. Owing to the disreputable state of the bungalow and the owner having continually refused to keep it under proper repairs it was decided to acquire this house at a cost of Rs. 2,500 for the Salt Inspector's quarters during Mr. Garrett's time. Subsequently one Mr. R. Mitter of Calcutta having proposed to buy the house and Mr. Garrett having thought him a desirable personage, a proposal to this effect was sent up, the Commissioner holding that if Mr. Mitter's proposals fell through the house should be acquired by Government. Subsequently Mr. Mitter did not buy the house, but the house was bought by Mrs. Annie Danby (Mrs. Monk) for hotel purposes with proper permission. Mrs. Danby later on changed her mind and wanted to dispose of the house and the holding was accordingly sold and transferred to Babu

Bhutanath Mitter, a Calcutta landholder, who lives in quasi-European style under proper permission.

Plot No. 527.—Waste land reserved for unforeseen public purposes.

Plots Nos. 528 and 529.—Circuit House with its compound and outhouses.

Plot No. 530.—Road side waste land.

Plot No. 531.—Pucca road (Upper Armstrong Road).

Plot No. 532.—Public Works Department bungalow, office and compound.

Plot No. 533.—Civil Surgeon's office.

Plots Nos. 534 and 535.—Municipal and District Board office.

Plot No. 536.—Collectorate offices.

Plot No. 537.—Roadside waste land.

Plot No. 538.—Bar Library.

Plot No. 539.—Treasury Guards' shed.

Plot No. 540.—Collectorate Treasury.

Plot No. 541.—Police Office.

Plot No. 542.—Collectorate Record-Room.

Plot No. 543.—Treasury Guard's Cook-shed.

Plot No. 544.—Office Chaukidars' shed.

Plot No. 545.—Muktear Khana, the building is in a bad state, and needs repair.

Plot No. 546.—Waste land containing Sessions Court and portion reserved for unforeseen public purposes.

Plot No. 547.—Roadside waste land.

Plot No. 548.—Pucca road (within Collectorate Office).

Plot No. 549.—Post Office.

Plot No. 550.—This plot bearing area A. '37 with a rent of Rs. 18-8-0 has been settled with Babu Gagan Chandra Rai since the 29th September 1905. The main building has been built according to plan. But the houses though made according to plan have been made kutchha. The building is partly let out and partly in the own use of the lessee. The plot has no boundary pillars. The lessee may be directed to erect boundary pillars so as to demarcate his plot.

Plot No. 551.—Roadside waste land.

Plot No. 552.—Pucca road.

Plot No. 553.—Roadside waste land.

Plot No. 554.—Casuarina garden. A. '52 area out of this plot has been leased out for a Public Reading Room and Recreation Hall known as the "Clark Hall" and settled in the name of the Secretary, Clark Hall Committee, Puri, on a rent of Rs. 26-8-0.

Plot No. 555.—Waste land reserved for unforeseen Government purposes.

Plot No. 556.—Police Superintendent's quarters.

Plot No. 557.—Roadside waste land.

Plot No. 558.—Roadside waste land.

Plot No. 559.—Roadside waste land with casuarina plantations.

Plot No. 560.—Upper Armstrong Road.

Plot No. 561.—Roadside waste land.

Plots Nos. 562 and 563.—Dak Bungalow, at present let out to Mrs. Clarkson and used as the Seaside Hotel. This plot will be reserved for unforeseen public purposes.

Plot No. 564.—Waste land to be reserved for unforeseen Government purposes.

Plot No. 565.—Lower Armstrong Road.

Plot No. 566.—Waste land to be reserved for unforeseen Government purposes.

Plot No. 567.—Narrow strip of roadside waste land.

Plot No. 568.—Pucca road on the seaside which requires immediate improvement.

Plot No. 569.—Roadside waste land.

Plot No. 570.—Church.

Plot No. 571.—Waste land to be reserved for unforeseen Government purposes.

Plot No. 572.—Pucca road.

Plot No. 573.—Collector's bungalow and compound.

Plot No. 574.—Waste land to be reserved for unforeseen Government purposes.

Plot No. 575.—Forest bungalow.

Plot No. 576.—Roadside waste land.

Plot No. 577.—European Club.

Plot No. 578.—To be reserved for unforeseen public purposes or for the extension of the Club.

Plot No. 579.—Waste land laying vacant. To be reserved to keep the area round the Club open.

Plots Nos. 580 and 581.—Roadside waste land.

Plot No. 582.—This plot bearing area A. 1.30 with rent of Rs. 195 was settled with Miss Forbes on the 10th July 1906. This holding was afterwards transferred to Mr. J. C. Gaulstan and the mutation was effected on the 24th March 1907. The building is used as a hotel known as Sanatorium and permission has been obtained for the purpose.

Plot No. 583.—Civil Surgeon's bungalow and compound (Sea View).

Plot No. 584.—Tiled path to Civil Surgeon's bungalow. This requires repair.

Plots Nos. 583 to 587.—Waste land reserved for unforeseen Government purposes.

Plots Nos. 588 and 589.—Pucca road in continuation of Plot No. 568.

Plot No. 590.—Waste land out of which a portion bearing area A. .35 has been settled with Rev. William on behalf of London Baptist Missionary Corporation since the 30th May 1911. The plot is lying vacant. No building has been commenced yet.

Plot No. 591.—This plot bearing area A. 1.27 with rent of Rs. 190 has been settled with Miss Forbes since the 31st May 1907. The building is known as Beach Hotel and permission for the hotel has been obtained.

Plot No. 592.—This plot bearing A. 1.50 with a rent of Rs. 150 has been settled with Rev. A. H. Young since the 7th October 1904. No building has yet been constructed. The lessee may be called on to show cause why his lease should not be cancelled under clause 13. The plot if resumed may be reserved for unforeseen public purposes.

Plot No. 593.—This plot bearing area A. 1 with rent of Rs. 20 has been settled with Rev. J. G. Pike, Missionary. Mr. Pike is an old tenant of the estate and is in possession of the land before the revenue settlement. The building has long been constructed.

Plot No. 594.—A portion out of this plot bearing area A. .41 has been settled with Rev. William Davies on behalf of the London Baptist Missionary Corporation since the 30th May 1911. The rent for the area of A. .76 (A. .41 of plot No. 594 and A. .35 of plot No. 590) is Rs. 75 only. The plot is lying vacant. The remaining portion of the plot to the north has been reserved for unforeseen Government purposes. No building has been commenced yet. Further extension may not be granted but the land after the usual period resumed and reserved for public purposes.

Plot No. 595.—Pucca road.

Plot No. 596. This plot bearing area A. 1.02 with rent of Rs. 100 has been settled with Kumar Nagendranath Mallik since 1898 (old bungalow of the District Engineer). This originally belonged to Nagendranath Tagore and was transferred to Kumar Nagendranath Mullik on the 20th April 1905 under orders of the Collector dated the 27th March 1905. This plot was settled with Kumar Nagendranath Mallik on the 14th July 1906. The transfer was allowed on condition that the building will not be let out to any person other than an European or Indian living in European style. The main building and the two outhouses have been built according to plan. But two outhouses and a privy have been built without plan. The agent of the lessee says that he has obtained permission. As no such order is forthcoming the lessee may be asked to inform the date on which such permission was obtained or else the terms of clause 9 of the lease may be enforced.

Plot No. 597. Waste land lying vacant and to be reserved for prevention of congestion of the area.

Plot No. 598. This plot bearing area A. .94 with rent of Rs. 141 has been settled with Mohendra Chandra Mitra, Government Pleader, Hughly, since the 10th August 1909. No building has been commenced as yet. The lessee has been allowed extension for one year which will expire in November 1912. Steps may be taken in this case in December 1912.

Plot No. 599. Narrow strip of waste land unfit for leasing out. Incapable of improvement.

Plot No. 600. Waste land not fit for leasing out. Incapable of improvement.

Plot No. 601. This plot bearing area A. .95 with rent of Rs. 142 was settled with Babu Pramathanath Pramanik on the 14th August 1909. It was again transferred to Babu Gyanada Prasad Bhaduri and mutation was effected on the 10th May 1912. The plot is lying vacant and no building has yet been commenced.

Plot No. 602. Waste land mostly under water during rains and unfit for leasing out.

Plot No. 603. Roadside land.

Plot No. 604. Pucca road.

Plot No. 605. Roadside land.

Plot No. 606. This plot bearing area A. .50 with rent of Rs. 50 has been settled with the Hon'ble Mr. Justice A. Choudhury. This plot was first settled with Babu Bolindranath Tagore on the 12th November 1898 and afterwards transferred to Mr. Justice A. Choudhury by Srimati Saha Debi, widow of Babu Balindranath Tagore, under a deed of conveyance and the mutation was effected on the 8th February 1907. The building has been lately commenced by Mr. Justice A. Choudhury according to the sanctioned plan. But no outhouses have been built as yet. Some wretched thatched sheds have been built in front of the building without permission and used at present as outhouses. The lessee may be directed to demolish these huts and to build proper houses. The compound walls have not been raised as yet and the building is at present temporarily used by a friend of the lessee.

Plot No. 607. This plot bearing area A. 1.50 with rent of Rs. 150 has been settled with Babu Gaganendranath Tagore since the 12th November 1898. Although the main building has been built according to the sanctioned plan a little extension has been added on the northern side. One two-chambered privy and one building with five rooms have been built against the sanctioned plan. The lessee may be directed to explain these structural additions. The building is in the own use of the lessee.

Plot No. 608. A. .50 out of this plot with rent of Rs. 75 was settled with Babu Nirupam Chandra Rai Choudhury on the 29th September 1905 and the rest, A. .50 with rent of Rs. 75, was settled with the Hon'ble Babu Devaprasad Sarbadhikari on the 29th May 1905. These two plots were transferred to Babu Akhoy Chandra Bose by both the gentlemen and the plot was settled with Babu Akhoy Chandra Bose on the 15th October 1911. As the former lessees did not build any house on the plot, the need lessee was asked to submit a plan. The plan has been sanctioned and the lessee has been allowed time till the 20th December 1912 to complete the house. The building is now under construction. Babu

Gaganendranath Tagore objects to the construction of this building as it will obstruct the free passage of sea breeze into his house. The building ought never to have been allowed to be erected as *prima facie* it would shut out light and ventilation from the Tagore House "Patharpuri" and destroy the symmetry of the sea-front. As the lessee's term does not expire till the 20th December 1912, there is no other help now but to wait till that date and to cancel the lease if the building is not completed. The plot ought, in my opinion, to be resumed and reserved so as not to destroy the beauty of the sea front and to prevent congestion of the area around and the best possible means of doing it is to ask the Tagores to acquire the plot, at the same time not allowing them to build on it. I understand the Tagores are agreeable to such an arrangement. But it will be difficult now to specify the public purpose for which resumption could be taken, and besides in that case the land cannot be acquired at the expense of the Tagores. I think the lessee may be asked to give up the site in exchange for any other equally well-situated plot and if he agrees the cost of plinth of the house already erected, I feel confident the Tagores will agree to pay. Failing the compromise, nothing else I am afraid, can be done till the 20th December 1912 when there is just a possibility of the house not being completed. I recommend that no extension be given to the lessee beyond that date.

Plot No. 609.—This plot bearing area A. 1 with rent of Rs. 150 has been settled with Babu Sailendra Nath Tagore since the 29th September 1905. The present building has been built according to plan. But a portion on the eastern side has not been built as yet. The lessee may be asked not to add any further to his buildings, as the area has already become congested. The building is at present let out.

Plot No. 610.—This plot bearing area A. 1 with rent of Rs. 150 has been settled with Babu Surjakanta Rai Choudhury since the 29th September 1905. The building has not been completed although the work was started long ago. Very little work has yet been done. Under clause 13 of the lease the Collector may cancel this lease. The lessee may be called on to show cause and if any consideration is shown him he may be directed to complete the building in three months' time. I would note here that the area around is fairly congested.

Plot No. 611.—This plot bearing area A. 1 with rent of Rs. 150 has been settled with Babu Amiya Narayan Sanyal and others since the 11th August 1905. The building and the privies have been built according to the sanctioned plan and is at present let out.

Plot No. 612.—Pucca road from the Patharpuri to the sea-beach. The road has been made out of a contribution fund. The tiled path which passed by the side of the present pucca road was removed and the present pucca road was constructed out of the contribution made by the persons through whose plots the tiled path passed.

Plot No. 613.—This plot bearing area A. 33 with rent of Rs. 37-8-0 (concession rate for being Government servant in the capacity of assistant in Board's office) has been settled with Babu Gyanendra Mohan Sen since the 17th June 1907. The main building has been built according to the sanctioned plan. But a verandah on the northern side and two side rooms have been made without previous sanction. The lessee may be directed to show cause why the unauthorised additions should not be demolished and terms of clause 9 of the lease may not be enforced against him. The compound in front of the building is in an insanitary condition. Creepers have grown in abundance and the rubbish of the house is scattered over the compound. The building has been kept in a very insanitary state. The lessee may be directed to clear the creepers and to make such other sanitary improvements as the Health Officer after inspection may decide. The building is at present let out.

Plot No. 614.—Low lands not suitable for leasing out.

Plot No. 615.—This plot bearing area A. 33 with rent of Rs. 50 has been settled with Babu Sarat Kumar Lahiri, since the 30th June 1907. The building has been built according to the sanctioned plan. The plot has no boundary pillars and the building is at present let out. The lessee may be directed to erect proper boundary pillars.

Plots Nos. 616 and 617.—Low land unfit for leasing out.

Plot No. 618.—This plot bearing area A. 1 with a rent of Rs. 150 has been settled with Dr. Rasbehari Ghose since the 4th August 1907. The building is at present let out.

Plot No. 619.—This plot bearing area A. 1 with rent of Rs. 150 has been settled with Miss Jamini Sen since the 8th August 1909. The plan of the building was sanctioned by the Collector on the 5th September 1910. No building has yet been commenced. The lease is accordingly liable to cancellation under clause 13 of the lease and resumption proceedings may be instituted. The land if resumed may be declared as available for settlement under the terms of lease sanctioned for Blocks A and B.

Plot No. 620.—Reserved for a proposed road.

Plot No. 621.—This plot bearing area A. .66 with rent of Rs. 75 was first settled with Mr. K. Banerji, late Superintending Engineer, Orissa, on the 18th November 1907. This plot was afterwards transferred to Mr. J. N. Roy and mutation was allowed on the 5th July 1911. The building has been built according to sanctioned plan. But the plot has no boundary pillars. The lessee may be directed to erect proper boundary pillars without delay.

Plot No. 622.—This plot bearing area A. .33 with rent of Rs. 50 has been settled with Babu Lalit Mohan Seal since November 1907. The main building has been built according to the sanctioned plan. But the proposed out-house on the eastern corner of the plot has not been built as yet.

Plots Nos. 623 and 624.—Low land not suitable for leasing out. Incapable of improvement.

Plot No. 625.—This plot bearing area A. .54 with rent of Rs. 54 has been settled with Babu Apurba Krishna Ghose since the 6th December 1908. The main building has been built according to plan sanctioned. The out-house has not been built according to the plan sanctioned. An out-house on the western side has been built without permission. The lessee may be directed to demolish the out-house for having built it without permission.

Plot No. 626.—This plot bearing area A. .34 with rent of Rs. 51 has been settled with Babu Gobind Lal Mallik since the 19th June 1906. No building has yet been commenced. He appears to have taken no extension. The lessee may be called on to explain why his lease should not be cancelled under clause 13 of the lease and resumption proceedings instituted. The plot if resumed should not be resettled, but reserved for unforeseen public purposes.

Plot No. 627.—This plot bearing area A. 1 with rent of Rs. 100 has been settled with Kumar Upendra Chandra Choudhury since the 1st July 1904. The construction of the building was started long ago and very little work was done. The lessee has not taken any step during this long time to complete the building. A resumption proceeding ought to be drawn up immediately and his lease cancelled after proper notice.

Plots Nos. 626 and 627.—Are the best situated plots on a ridge in the Bankimuhan area of the estate and we propose them as one of the sites for the Lieutenant-Governor's Circuit House. Even if the Circuit-House is not built here I recommend that the two plots may be reserved for unforeseen public purposes.

Plot No. 628.—Reserved for the drainage scheme.

Plot No. 629.—Reserved for a proposed road.

Plot No. 630.—This plot bearing area A. .97 with a rent of Rs. 145-8-0 has been settled with Babu Deviprasanna Rai Chaudhury since the 26th May 1905 and contains a large building. At present it is let out to Miss Forbes, for a Convalescents Home under proper permission. The privy attached to the house has not been built in proper position. Some kutcha houses have been built on the northern and western sides without permission. The lessee may be ordered to demolish these kutcha houses. One out-house and some houses in the compound have been built without submitting plans. A well has also been sunk without permission. The lessee may be directed to show cause against these structural additions under clauses 8, 9 and 10 of the lease. As the area around is already congested, all unauthorised buildings may be put a stop to with a vigorous hand.

Plot No. 631.—Rifle range.

Plot No. 632.—This plot bearing area A. 79 with rent of Rs. 118-8-0 has been settled with Mr. J. N. Das Gupta, Professor, since the 18th July 1911. No building has yet been commenced. The lessee's time for building the house has not expired.

Plot No. 633.—This plot bearing area A. 1 with rent of Rs. 150 has been settled with Rai Kailash Chandra Bose Bahadur, since the 31st May 1907. The building has been built according to plan and situated in an open place on the sea-beach.

Plots Nos. 634 and 635.—Reserved by Mr. Gourlay for a Fishery Observatory and I would recommend the plots being reserved for such a purpose.

Plot No. 636.—Low land unfit for leasing out. Incapable of improvement.

Plots Nos. 637 and 639.—To be reserved and kept open and stipulated in an agreement with the Bengal-Nagpur Railway Company.

Plot No. 640—Sea Beach Land.—Not to be leased out, but to be reserved for a public walk.

ANNEXURE A.

FORM OF LEASE FOR BLOCK C OF THE BALUKHAND GOVERNMENT ESTATE IN PURI.

LEASE granted by the Secretary of State for India in Council to.....
 Son of.....

The Collector of the district of Puri on behalf of the Secretary of State for India in Council, permits you to occupy, and hereby leases to you for a term of..... years from this day on the following conditions, the land specified at the foot of this document, for the purpose of residence :—

1. That you do on your part execute an agreement binding yourself to fulfil these conditions.
2. That you pay annually to the Collector, as rent for the aforementioned holding, the sum of Rs.....in the following instalments.....
3. That you shall not, by any means, or in any way whatsoever, transfer your holding, or any portion thereof, to any other person without previously obtaining the written permission of the Collector to do so and paying a transfer-fee equal to 25 per cent. of the yearly rental, provided that no such fee shall be less than one rupee or more than one hundred rupees.
4. That you shall enjoy the fruit of all trees on your holding, but shall not cut down, or in any way injure, such trees without the permission of the Collector.
5. That you shall in no way diminish, or in any other way injure, or make any permanent alteration upon, your holding without the written consent of the Collector.
6. That you shall keep intact and well defined the boundaries of your holding and shall point them out, when required by the Collector to do so, to any officer or persons duly authorised by him, in writing, to inspect them.
7. That if at any time you shall occupy more land belonging to the estate than is covered by the lease, the Collector shall be at liberty to dispossess you summarily from the said excess land taken without lease or license, and dispose of it as he thinks proper.
8. That the main or residential building which you shall erect shall be at least 20 feet away from the edge of the road and shall be of masonry and constructed on a plan to be previously approved by the Collector.
 That the outhouses to be attached to such building shall be constructed on a site plan to be similarly approved by the Collector.
9. That you shall keep the buildings in proper repair, and shall not make structural alterations in, or additions to, them without the previous written consent of the Collector.
10. That you shall not dig or permit the digging of any well or tank on the land without the previous written consent of the Collector.
11. That you shall make such sanitary improvements as may be ordered by the Collector.
12. The Government reserves to itself the proprietary rights in, and power to, at any time remove any minerals below the surface.
13. That the lease may be cancelled by the Collector, if the buildings are not completed within 12 months of the date on which it was executed, or within such further time, if any, as the Collector may allow. On such cancellation, the Collector may, by notice in writing, require the ex-lessee to remove within a reasonable time any buildings which may have been commenced and not completed or the materials which may have been collected on the land, and if he fails to comply with such notice, the Collector may, after giving a further notice in writing specifying a time, cause such removal to be effected, and recover the cost from him.
14. That if the Collector, at any time before the expiry of this lease, desire for any public purpose, to resume your holding, or any part thereof, you will vacate it or the part required within three months, on receipt of reasonable compensation for any building or other improvements that you may have made with the written consent of the Collector.
15. That, in the event of your not paying any instalment of your rent on or before the dates herein fixed for such payment, you shall, in addition to the arrears, pay interest at the rate of 10 per cent. per annum on such arrears.
16. That you shall pay any municipal or other local rates and taxes which may be assessed upon your holding under any law for the time being in force.
17. That on the expiry of the term of this lease, you shall, if you have duly observed all the conditions thereof, be entitled to its renewal on such terms as may be agreed upon (the rent being liable to enhancement at each renewal).

18. That you shall not let your holding or any portion thereof or any building within your holding or any portion thereof to pilgrims, and that you shall not give shelter or lodging to or entertain them in any way within your holding. Providing that nothing in this clause shall be held to prohibit the *bona fide* entertainment of friends or relatives without consideration.

19. That you shall not use or let any building within your holding as a hotel, lodging, boarding or trading house, without the previous written consent of the Collector.

20. That in the event of the infringement of any of the above conditions, this lease shall, *ipso facto* terminate at once, and you shall quit the holding as soon as you are required in writing by the Collector to do so.

FORM OF KABULIYAT.

Name of Raiyat }
who gives agreement }

That the Collector of the district of Puri on behalf of the Secretary of State for India in Council, having permitted me to occupy the land specified at the foot of this document for a term of 30 [Thirty] years with effect from this day for the purpose of residence I the said..... do hereby execute this agreement as a counter part of the lease this day granted to me binding myself to fulfil the following conditions.

2. That I shall pay annually to the Collector, as rent for the aforementioned holding, the sum of Rs. only in two equal instalments, *i.e.*, Rs. as rent for the 1st kist to be paid on or before the 28th April and balance Rs. for the 2nd kist to be paid on or before the 8th November of each year.

3. That I shall not, by any means, or in any way whatsoever, transfer my holding, or any portion thereof, to any other person without previously obtaining the written permission of the Collector to do so, and paying a transfer fee equal to 25 per cent. of the yearly rental, provided that no such fee shall be less than one rupee or more than one hundred rupees.

4. That I shall enjoy the fruit of all trees on my holding, but shall not cut down, or in any way injure, such trees without the permission of the Collector.

5. That I shall in no way diminish, or in any other way injure, or make any permanent alteration upon, my holding without the written consent of the Collector.

6. That I shall keep intact and well defined the boundaries of my holding and shall point them out, when required by the Collector to do so, to any officer or person duly authorised by him, in writing, to inspect them.

7. That if at any time I shall occupy more land belonging to the estate than is covered by the lease, the Collector shall be at liberty to dispossess me summarily from the said excess land taken without lease or license, and dispose of it as he thinks proper.

8. That the main or residential building which I shall erect shall be at least 20 feet away from the edge of the road and shall be of masonry and constructed on a plan to be previously approved by the Collector.

That the outhouses to be attached to such building shall be constructed on a site plan to be similarly approved by the Collector.

9. That I shall keep the buildings in proper repair, and shall not make structural alterations in, or additions to, them without the previous written consent of the Collector.

10. That I shall not dig or permit the digging of any well or tank on the land without the previous written consent of the Collector.

11. That I shall make such sanitary improvements as may be ordered by the Collector.

12. The Government reserves to itself the proprietary rights in, and power to, at any time remove any minerals below the surface.

13. That the lease may be cancelled by the Collector, if the buildings are not completed within 12 months of the date on which it was executed, or within such further time, if any, as the Collector may allow. On such cancellation, the Collector may, by notice in writing, require the ex-lessee to remove within a reasonable time any buildings which may have been commenced and not completed or the materials which may have been collected on the land, and if he fails to comply with such notice, the Collector may, after giving a further notice in writing specifying a time, cause such removal to be effected, and recover the cost from him.

14. That if the Collector, at any time before the expiry of this lease, desire for any public purpose, to resume my holding, or any part thereof, I shall vacate it, or the part required, within three months, on receipt of reasonable compensation for any building or other improvements that I may have made with the written consent of the Collector.

15. That, in the event of my not paying any instalment of my rent on or before the dates herein fixed for such payment, I shall, in addition to the arrears, pay interest at the rate of 10 per cent. per annum on such arrears.

16. That I shall pay any municipal or other local rates and taxes which may be assessed upon my holding under any law for the time being in force.

17. That, on the expiry of the terms of this lease, I shall, if I have duly observed all the conditions thereof, be entitled to its renewal on such terms as may be agreed upon (the rent being liable to enhancement at each renewal).

18. That I shall not let my holding, or any portion thereof, or any building within my holding, or any portion thereof, to pilgrims and that I shall not give shelter or lodging to, or entertain them in any way within my holding. Providing that nothing in this clause shall be held to prohibit the *bond fide* entertainment of friends or relatives without consideration.

19. That I shall not use or let any building within my holding as a hotel, lodging, boarding or trading house, without the previous written consent of the Collector.

20. That in the event of the infringement of any of the above conditions this lease shall, *ipso facto*, terminate at once and I shall quit the holding as soon as I am required in writing by the Collector to do so.

ANNEXURE B.

Statement of private buildings existing in the Estate of Balukhand at the time of Mr. Garrett.

Serial No.	Plot No.	Area.	Names of lessees.	Names of occupiers.	Remarks.
1	2	3.	4	5	6
BLOCK A.					
		A. D.			
1	274, 447, 446, 445.	0 67	Gayasundari Dasi ...	...	Salt Superintendent.
2	202, 203, 204, 205, 206, 210, 211.	0 30	Durga Charan Jagadeb Roy ...	...	Sea View (Collector).
3	201, 271, 272, 200 268	1 33	Rev. J. G. Pike ...	...	Rev. R. L. Lacey.
	530 561				
	199				
	528				
4	200	0 50	Bolendra Nath Tagore ...	...	Fallow.
	531				
5	200	1 50	Gaganendra Nath Tagore ...	...	Do.
	532				
6	49	0 02	Miehhi Bewah ...	...	Lime Kiln.
	509				
7	49	0 02	Fakira Bhoi ...	...	Ditto.
	510				
BLOCK B.					
8	226, 227, 228	0 14	Durga Charan Jagadeb Roy ...	...	Senior Deputy Collector.
9	215, 216 ...	0 50	Rev. L. F. Dacarre ...	...	Fallow.
10	104, 101 ...	0 13	Durga Charan Jagadeb Roy ...	...	Deputy Superintendent of Police.
11	196 ...	1 02	Rabindra Nath Tagore ...	...	District Engineer's old ruined bungalow.
12	99, 100, 101, 102, 103, 104.	0 43	Durga Charan Jagadeb Roy ...	...	Civil Medical Officers' quarters.
BLOCK C.					
13	268	1 25	Hari Bullabh Bose ...	...	Hari Bullabh Bose.
	540				
14	269, 269 444	1 29	Rajani Kanta Mukherjee ...	...	Rajani Kanta Mukherjee
15	268	0 04	Krishna Choudhury ...	...	Krishna Choudhury (Kutchra roof).
	548				
16	428, 429 ...	0 25	Bisram Ebrahim Company ...	...	Fallow.
17	268	0 25	Hazi Jahan Muhammad ...	...	Kutchra godown.
	569				
18	432, 433, 353 454	0 42	Hazi Issuf Muhammad ...	...	Incomplete pucca house.
19	434 to 439 ...	0 91	Minchia & Co. ...	...	Kutchra godown.
20	...	1 36	New Nulia quarters ...	...	Ditto.
21	...	1 31	Hari Sahi ...	...	Ditto.
22	...	0 16	Bankimuban Nulia Sahi ...	...	Ditto.

ANNEXURE C.

Statement showing the names of Collectors who administered the Estate from 1900 together with the number of leases granted by them.

Serial No.	Names of Collectors.	Period of Service.	Number of leases granted.	Remarks.
1	2	3	4	5
1	Mr. P. C. Mitter	16th October 1905 to 5th April 1907.	26	
2	Babu D. N. De	6th April to 17th April 1907 ...	1	
3	Mr. W. E. Gourlay	18th April to 2nd July 1907 ...	9	
4	Mr. R. C. Hamilton	3rd July 1907 to 11th October and 27th October 1908 to 1st February 1909.	9	
5	Mr. J. R. Blackwood	12th November 1903 to 15th October 1905.	45	
6	Mr. J. Clark	8th March 1909 to 24th June and 25th October 1911 to 16th February 1912.	20	
7	Mr. W. H. Nelson	25th June 1911 to 16th February 1912.	8	
8	Babu A. B. Maitra	12th October to 26th October 1908.	1	
9	Mr. A. Garrett	31st March to 21st November 1901 and 1st January to 13th September 1902.	1	
10	Pandit R. B. Misra	17th February 1912 up to date	1	
	Total ... ..	.....	121	

ANNEXURE D.

Statement showing the number of plots, the names of lessees and the names of the Collectors in whose times leases were granted.

Serial No.	Plot No.	Names of tenants.	Date of settlement.	Names of the Collectors in whose time the lease was granted.	Present block No.	Old block No.	Remarks.
1	2	3	4	5	6	7	8
1	34	Babu Radha Nath Deb...	11th February 1906.	Mr. Mitter ...	Block D.	...	
2	35	„ Barada Prasad Ghosh	Ditto ...	Ditto ...	Do. ...	...
3	36	„ Upendra Nath Bose	20th May 1907	Babu D. N. De ...	Do. ...	...
4	37	„ Kamini Kanta Gupta.	21st June 1907	Mr. Gourlay ...	Do. ...	...
		„ Suresh Chandra Sen (transferee).	12th September 1911.	.....	...	...
5	46	„ Ramani Mohan Sing.	11th January 1908.	Mr. Hamilton ...	Block D.	...	
6	47	„ Atal Behari Maitra	15th September 1905.	Mr. Blackwood ...	Do. ...	...
7	48	„ Mohendra Chandra Mitra.	10th August 1909.	Mr. Clark ...	Do. ...	...	The lease has been cancelled for non-fulfilment of condition and purchased by one Kavada Prasad Mukerjee in an auction sale for arrears of rent.
8	49	„ Upendra Nath Bagchi.	11th February 1905.	Mr. Blackwood ...	Do. ...	...
9	50	„ Hari Das Pal ...	29th September 1906.	Mr. Mitter ...	Do. ...	...
10	79	Mr. Chatterton ...	9th October 1909	Mr. Clark ...	Do. ...	...
11	84	Mr. F. Morgan ...	2nd October 1905.	Mr. Mitter ...	Do. ...	...
12	99	Maharaja of Mayurbhanj.	29th October 1907.	Mr. Hamilton ...	Do. ...	...
13	101	Raja of Dhenkanal ...	6th December 1907.	Ditto ...	Do. ...	...
14	111	Mrs. Clarkson ...	30th August 1905.	Mr. Black wood ...	Do. ...	...
15	113	Mr. K. B. Dutt ...	24th June 1907	Mr. Gourlay ...	Do. ...	...
16	114	Babu Balmakund Rubia	28th November 1910.	Mr. Clark ...	Do. ...	...
17	117	Raja of Khalikota ...	17th February 1908.	Mr. Mitter ...	Do. ...	...
18	131	Babu Nogendra Mohan Ray.	23rd June 1906	Ditto ...	...	...
19	132	Babu Mokund Mohan Maitra.	Ditto ...	Ditto ...	...	...
20	133	Rani of Puttia ...	14th March 1905	Mr. Blackwood ...	...	...
21	134	Babu Janaki Nath Bose	29th September 1905.	Ditto ...	...	...
22	135	„ Surendra Nath Mittra.	27th September 1905.	Ditto ...	...	...
23	136	„ Harish Chandra Ghosh.	29th September 1905.	Ditto ...	...	...
24	163	„ Hemanta Kumar Maitra.	1st September 1903.	Mr. Mitter ...	...	...

ANNEXURE D—continued.

Serial No.	Plot No.	Names of tenants.	Date of settlement.	Names of the Collectors in whose time the lease was granted.	Present block No.	Old block No.	Remarks.
1	2	3	4	5	6	7	8
25	164	Babu Purna Chandra Banerjee.	4th November 1905.	Mr. Mitter ...	...	...
26	170	„ Priya Nath Ghosh	2nd February 1907.	Ditto ...	...	...
27	173	Mr. A. Choudhury ...	29th December 1906.	Ditto ...	...	...
28	198	Mr. Eva De Brunner ...	23rd March 1908	Mr. Hamilton ...	...	...
29	209	Babu Harekrishna Das ...	20th October 1911.	Mr. Nelson ...	...	...
30	216	Sayed Tafzul Hossain ...	30th September 1910.	Mr. Clark ...	...	...
31	223	Mr. E. J. Madiera ...	29th September 1905.	Mr. Blackwood ...	...	...
32	225	Babu Hridaya Nath Mitra.	1st July 1907...	Mr. Gourlay ...	...	...
		Babu Bidhu Bhusan Banerjee for Puri Bank (auction purchaser in a money decree).	10th May 1912	.....	...	...
33	232	Mr. Justice Digambar Chatterjee.	November 1911	Mr. Nelson ...	...	...
34	233	Sheik Rasul Bux ...	28th July 1904	Mr. Blackwood ...	...	...
35	234	Babu Devendra Nath Ray	3rd April 1904	Ditto ...	...	...
36	235	„ Dena Nath De ...	1st January 1907.	Mr. Mitter ...	...	...
37	237	„ Bibhuti Bhusan Banerjee.	3rd March 1910	Mr. Clark ...	...	...
38	238	„ Durga Charan Rai	29th September 1905.	Mr. Blackwood ...	...	...
39	255	„ Harendra Chandra Chatterjee.	11th May 1905	Ditto ...	...	...
			13th September 1906.	Mr. Mitter ...	...	...
40	256	„ Suresh Chandra Chatterjee.	9th May 1905...	Mr. Blackwood ...	...	...
41	257	„ Prafulla Kumar Chakerburti.	11th May 1905	Ditto ...	...	...
42	261	„ Bhikari Misra ...	31st March 1911	Mr. Clark ...	...	...
43	263	„ Dhanapati Banerjee	27th April 1905	Mr. Blackwood ...	...	...
44	264	„ Ramkrishna Bose...	1896 ...	Old tenant ...	...	...
45	265	„ Moti Lal Rai ...	28th February 1906.	Mr. Mitter ...	...	...
46	266	„ Rama Nath Ghose	17th April 1900	Mr. Garrett ...	...	...
47	267	Maharaja Manindra Ch. Nandi:	20th November 1903.	Mr. Blackwood ...	...	...
			1st April 1904	Ditto ...	...	...
			31st August 1908	Mr. Hamilton ...	...	...
48	268	Babu Haripada Bhattacharjee.	30th May 1909	Mr. Clark ...	...	...
49	269	Ditto ...	Ditto ...	Ditto ...	...	...
50	270	Babu Dhanapati Banerjee	28th September 1909.	Ditto ...	...	...
51	274	„ Bayadhar Rai ...	13th November 1905.	Mr. Mitter ...	...	...
52	275	„ Gopal Bullav Das...	2nd June 1912	Pandit R. B. Misra...	...	...
53	276	„ Padma Charan Mahanty.	26th September 1905.	Mr. Blackwood ...	...	...

ANNEXURE D.—continued.

Serial No.	Plot No.	Names of tenants.	Date of settlement.	Names of Collectors in whose time the lease was granted.	Present block No.	Old Block No.	Remarks.
1	2	3	4	5	6	7	8
54	277	Babu Srinath Bose ...	25th September 1906.	Mr. Blackwood ...	...	...
55	289	" Jogendra Nath Sarkar.	23rd September 1909.	Mr. Clark ...	...	...
56	290	" Akshoy Kumar Chaudhary.	29th May 1907	Mr. Gourlay ...	...	...
57	291	" Bhagwan Dass ...	14th June 1905	Mr. Blackwood ...	...	...
58	292	Rai Jyotindra Nath Chaudhary.	24th July 1905	Ditto ...	...	...
59	299	Babu Panchha Nidhi Naik Transferred to Babu Susil Krishna Mukharjee.	19th September 1904. 10th August 1910.	Ditto ...	...	...
60	300	Babu Susil Krishna Mukerjee.	2nd April 1907	Mr. Gourlay ...	...	...
61	301	Brimatee Gyanendra Mazumdar.	6th July 1905	Mr. Blackwood ...	...	...
62	302	Babu Girindra Nath Bose.	3rd February 1905.	Ditto ...	...	...
66	303	" Radha Kanta Banerjee.	30th October 1904.	Ditto ...	...	...
64	304	" Kali Sankar Sukul	10th October 1905.	Ditto ...	...	...
65	308	" Sarat Chandra Rai	8th February 1904.	Ditto ...	...	...
66	309	" Sarat Chandra Banerjee.	Ditto ...	Ditto ...	...	...
67	310	" Jogendra Kumar Ghosh.	Ditto ...	Ditto ...	...	...
68	314	" Rama Krishna Bose	2nd May 1904	Ditto ...	...	...
69	315	Ditto ...	Ditto ...	Ditto ...	...	...
70	317	" Damodar Das Barman.	26th March 1904	Ditto ...	...	...
71	318	" Golap Charan Acherjee.	3rd May 1904....	Ditto ...	...	...
72	310	Ditto ...	1st April 1908....	Mr. Hamilton ...	...	...
73	320	" Golap Chandra Sarkar Sastri.	26th February 1909.	Babu A. B. Maitra	...	...
74	321	Ditto ...	28th July 1910	Mr. Clark ...	...	...
		Paramanand Mahantty	19th March 1912.	...	...	...
75	322	" Priyanath Mahapatra.	8th June 1904	Mr. Blackwood ...	...	...
76	324	Mohendra Behera ...	9th June 1914	Ditto ...	...	...
77	325	Bargma Arnapurna ...	5th August 1904	Ditto ...	...	...
78	503	Dr. Kedar Nath Dutt ...	2nd February 1906.	Mr. Mitter ...	...	...
79	505	Srimatee Jugal Kishore Devi.	23rd September 1911.	Mr. Nelson ...	...	...
80	506	Babu Raghunath Rao ...	20th October 1905.	Mr. Mitter ...	...	...
81	507	Babu Surjya Kumar Guha Rai.	15th January 1906.	Ditto ...	...	...

ANNEXURE D.—continued.

Serial No.	Plot No.	Names of tenants.	Date of settlement.	Names of Collectors in whose time the lease was granted.	Present block No.	Old block No.	Remarks.
1	2	3	4	5	6	7	8
82	508	" Hari Nath Adhikari.	30th May 1908	Mr. Mitter ...	...	...
83	509	Muhammad Bhoj ...	15th April 1908	Mr. Hamilton ...	...	...
84	510	Ramaya Naidu ...	Old tenant ...	Old tenant ...	...	...
85	511	Balabhadra Appa Tirmal Rao.	18th October 1911.	Mr. Nelson ...	...	...
86	512	Minchin and Company	18th May 1908	Mr. Hamilton ...	...	...
87	513	Babu Nani Lal Mukerjee	2nd June 1905	Mr. Blackwood ...	...	...
88	514	" Sarada Prasad Ghosh.	11th December 1906.	Mr. Mitter ...	...	...
89	515	" Bihari Lai Bai ...	1st October 1911	Mr. Nelson ...	...	...
90	516	Maharaja Manindra Nandi	19th March 1912	Mr. Clark ...	...	...
91	517	Ditto ...	10th June 1911	Ditto ...	...	...
92	518	Babu Bimala Prasad Saraswati.	28th May 1906	Mr. Mitter ...	...	...
93	519	Babu Rama Krishna Bose.	2nd May 1904	Mr Blackwood ...	...	...
94	526	" Bhuta Nath Mitra	8th June 1906	Mr. Mitter ...	...	...
95	550	" Gagan Chandra Rai	29th May 1905	Mr. Blackwood ...	...	...
96	582	Miss Forbes transferred to Mr. J. C. Ganistan ...	10th July 1908 24th March 1907	Mr. Mitter ...	...	...
97	590	Rev. W. Davies ...	30th May 1911	Mr. Clark ...	...	...
98	591	Miss Forbes ...	31st May 1907	Mr. Gourlay ...	...	...
99	592	Rev. A. H. Young ...	7th October 1904.	Mr. Blackwood ...	...	...
100	593	Rev. J. G. Pike ...	Old tenant ...	Old tenant ...	...	...
101	594	Rev. W. Davis ...	30th May 1911	Mr. Clark ...	...	...
102	596	Kumar Nagendra Mallik	14th July 1906	Mr. Mitter ...	...	...
103	598	Babu Mahendra Charan Mitra.	10th August 1909	Mr. Clark ...	...	...
104	601	" Premathanath Parmanic. Transferred to Gyanendra P. Bhaduri.	14th August 1909 10th May 1912	Ditto ...	...	...
105	606	Mr. A. Chaudhuri ...	8th February 1907.	Mr. Mitter ...	...	...
106	607	Babu Gaganendra N. Tagore.	13th November 1898.	Old tenant ...	...	...
107	608	Mr. A. C. Bose ...	15th October 1911.	Mr. Nelson ...	...	...
108	609	Sailendra Nath Mitter ...	29th September 1906.	Mr. Blackwood ...	...	...
109	610	Surjya K. Rai Chandhury	Ditto ...	Ditto ...	...	...
110	611	Amiya Narayan Sanyal...	11th August 1906.	Ditto ...	...	...
111	613	Babu Jnanendra M. Sen	17th June 1907	Mr. Gourlay ...	...	...
112	615	Babu Sarat Chandra Lahiri.	30th June 1907	Ditto ...	...	...

ANNEXURE D.—concluded.

Serial No.	Plot No.	Names of tenants.	Date of settlement.	Names of Collectors in whose time the lease was granted.	Present block No.	Old block No.	Remarks.
1	2	3	4	5	6	7	8
113	618	Dr. R. B. Ghosh ...	4th August 1907	Mr. Hamilton ...	...	...
114	619	Miss Jamini Sen ...	18th August 1909	Mr. Clark ...	...	...
115	621	Mr. J. N. Rai ...	5th July 1911	Mr. Nelson ...	...	...
116	622	Babu Lalit Mohan Paul	25th April 1910	Mr. Clark ...	...	...
117	625	„ Apurva Ghosh ...	6th December 1908.	Ditto ...	...	...
118	626	„ Govind Lal Mallik	19th June 1906	Mr. Mitter ...	...	...
119	627	Babu Upendra Charan Chaudhari.	1st July 1904...	Mr. Blackwood ...	...	...
120	630	„ Devi. P. Rai Chaudhury.	20th May 1905	Ditto ...	...	...
121	632	„ J. N. Das Gupta ...	18th July 1911	Mr. Nelson ...	...	...
122	633	Rai K. C. Bose Bahadur	31st May 1907	Mr. Gourlay ...	...	...

ANNEXURE E.

Statement showing the receipts and expenditure on the Tinconia Garden from 1901-02 to 1903-04.

Year.	Expenditure incurred including establishment charges.	Sale-proceeds of vegetables.	Sale-proceeds of potatoes.	Sale-proceeds of wood.	Sale-proceeds of casuarina and English vegetables.	Sale of palang fruits.	Total.	Difference of columns 2 and 8.
1	2	3	4	5	6	7	8	9
	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
1901-02 ...	632 1 3	45 0 11	5 4 4	272 4 3	4 2 0	.....	329 5 6	303 11 9
1902-03 ...	1,300 4 8	226 12 6	10 14 9	51 12 9	22 1 9	10 0 0	299 9 9	1,000 10 11
1903-04 up to 28th February 1904.	848 11 8	98 11 9	11 6 9	13 7 6	8 2 0	20 0 0	149 12 0	698 15 8

ANNEXURE F.

Statement showing the Receipts and Expenditure on the Tinconia Garden from 1904-05 up to date.

Year.	Amount realized.	EXPENDITURE.		Total expenditure.	Remarks.
		Pay of Malis.	Mis. expenditure.		
1	2	3	4	5	6
	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	
1905-06 ...	737 0 5	666 12 8	674 10 8	1,341 7 4	
1906-07 ...	128 1 5	673 8 0	739 15 2	1,413 7 2	Mis. expenditure includes both from the contingent and improvement grants.
1907-08 ...	411 0 11	502 14 8	137 4 4	640 2 7	
1908-09 ...	201 13 9	515 14 7	86 6 8	602 4 10	
1909-10 ...	67 3 9	340 0 0	99 15 8	439 15 8	
1910-11 ...	57 9 1	350 1 4	101 4 9	451 6 1	
1911-12 ...	52 14 8	247 5 1	47 14 6	295 3 7	

ANNEXURE G.

STATEMENT I.

Statement showing plots with respect to which Resumption Proceedings may be taken after cancellation of the lease under clause 13.

ANNEXURE G.			
Serial No.	Plot No.	Name of tenant.	Remarks.
1	2	3	4
1	34	Babu Radhanath Deb.	
2	35	„ Barada Prasad Ghosh.	
3	37	„ Suresh Chandra Sen.	
4	84	Mr. F. Morgan.	
5	99	Maharaja of Mayurbhanj.	
6	111	Mrs. Clarkson.	
7	114	Babu Balmakunda Ruhia.	
8	173	Mr. A. Chaudhury.	
9	237	Babu Bibhuti Bhusan Mukherji.	
10	274	„ Baiyadhar Rai.	
11	276	„ Padma Charan Mahani.	
12	277	„ Srinath Bose.	
13	292	„ Rai Jotindra Nath Chaudhury.	
14	304	„ Kali Sankar Sukul.	
15	592	Rev. A. H. Young.	
16	610	Babu Surjya Kanta Rai Chaudhury.	
17	619	Miss Jamini Sen.	
18	626	„ Babu Gobind Lall Malik.	
19	627	Kumar Upendra Chaudhury.	

N. B.—Plots Nos. 517, 508 and 608 recommended for resumption on the ground of relief of congestion in the areas around on expiry of term granted to the lessees. Plot 626 falls under Annexure H.

ANNEXURE H.

STATEMENT II.

Statement showing the number of plots and the names of lessees of such plots against whom proceedings are contemplated under clauses 8, 9 and 10 of the lease.

Serial No.	Plot No.	Name of tenant.	Remarks.
1	46	Babu Ramani Mohan Singh.	
2	49	„ Upendra Nath Bagchi.	
3	50	„ Hari Das Paul.	
4	101	Raja of Dhenkanal.	
5	113	Mr. K. B. Dutt.	
6	117	Raja of Khalikote.	
7	131	Babu Nagendra Mohan Rai.	
8	132	„ Makund Mohan Moitra.	
9	133	Rani of Puttia.	
10	164	Babu Purna Chandra Banerji.	
11	170	„ Priya Nath Ghosh.	
12	193	Mr. E. De Brunner.	
13	235	Babu Dinanath Dey.	
14	214	Mir Mobarak Ali.	
15	234	Babu Debendra Nath Rai.	
16	255	„ Harendra Chandra Chatterji.	
17	256	„ Suresh Chandra Chatterji.	
18	257	„ Prafulla Kumar Chakravarti.	
19	263	„ Dhanapati Banerji.	
20	267	Maharaja Manindra Chandra Nandi.	
21	268, 269	Babu Haripada Bhattacharji.	
22	290	„ Akshoy Kumar Chaudhury	
23	291	„ Bhagaban Das.	
24	300	„ Susil Krishna Mukherji.	
25	302	„ Girindra Nath Bose.	
26	303	„ Radha Kanta Banerji.	
27	304	„ Kalisankar Sukul.	
28	308	„ Sarat Chandra Rai.	
29	308	„ Sarat Chandra Banerji.	

ANNEXURE H.—concl.d.

Serial No.	Plot No	Name of tenant.	Remarks.
30	310	Babu Jogendro Kumar Ghosh.	
31	315	„ Ramkrishna Bose.	
32	318	„ Gopal Charan Acharji.	
33	512	Minchin & Co.	
34	526	Babu Bhutnath Mittra.	
35	550	„ Gagan Chandra Rai.	
36	596	Kumar Nagendra Mallik.	
37	607	Babu Gaganendra Nath Tagore.	
38	613	„ Jyanendra Mohon Sen.	
39	625	„ Apurva Krishna Ghosh.	
40	630	„ Devi Prasanna Rai Chaudhury. . ●	

ANNEXURE I.

Statement showing the plots on which buildings were found to be generally insanitary.

Serial No.	Plot No.	Name of tenant.	Remarks.
1	2	3	4
1	36	Babu Upendra Nath Bose.	
2	47	„ Atal Behari Maitra.	
3	101	Raja of Dhenkanal.	
4	216	Syed Taffazul Hussien.	
5	233	Sheik Rasul Bux.	
6	234	Babu Debendra Nath Rai.	
7	256	„ Suresh Chandra Chatterjee.	
8	263	„ Dhanapati Banerjee.	
9	265	„ Moti Lal Rai.	
10	289	„ Jogendra Nath Sircar.	
11	290	„ Akshay Kumar Chowdhury.	
12	291	„ Bhagwan Das.	
13	300	„ Spsil Krishna Mukherjee.	
14	302	„ Girindra Nath Bose.	
15	304	„ Kalisankar Sukul.	
16	308	„ Sarat Chandra Rai.	
17	309	„ Sarat Chandra Banerjee.	
18	315	„ Ram Krishna Bose.	
19	318	„ Gopal Charan Acharjee.	
20	321	„ Golap Chandra Sarkar Sastri.	
21	503	„ Kedar Nath Dutt.	
22	506	„ Raghunath Rao.	
23	507	„ Surjya Kumar Guha.	
24	508	„ Hari Nath Adhikary.	
25	510	„ Ramaya Naidu.	
26	511	Balbhadra Appa Trimal Rao.	
27	512	Minchin & Co.	
28	514	Babu Barada Prasad Ghosh.	
29	518	„ Bimala Prasad Sidhanta Saraswati.	

ANNEXURE I—continued.

Serial No.	Plot No.	Name of tenant.	Remarks.
1	2	3	4
30	519	Babu Ram Krishna Bose.	
31	606	Mr. A. Chowdhury.	
32	613	Babu Gunendra Mohan Sen.	

ANNEXURE J.

Statement showing the names of lessees who have encroached on Government lands.

Serial No.	Plot No.	Area encroached.	Name of tenant.
1	2	3	4
1	271	A. .01 ...	Babu Dhanapati Banerjee.
2	270	A. .08 ...	Ditto ditto.
3	Passage between 214 and 215.	A. .0½ ...	Mir Mobarak Ally and Mir Asad Alli.
4	327	A. .01 ...	Paul Bisoi.
5	551	A. .07 ...	Babu Dinanath De.

ANNEXURE K.

Statement of roadside land overgrown with cactus.

Serial No.	Plot No.	Remarks.
1	2	3
1	129	
2	221	
3	227	
4	229	
5	231	
6	Northern and Western portions of plot 506.	
7	Northern portion of plot 508.	
8	307	
9	305	
10	313	

ANNEXURE L.

Statement showing plots which are vacant and which may be declared as available for settlement.

Serial No.	Plot No.	Block No.	Remarks.
1	2	3	4
1	51	D.	
2	38	D.	
3	39	D.	
4	43	D.	
5	64	D.	
6	80	D.	
7	81	D.	
8	104	D.	
9	105	D.	
10	107	D.	
11	108	D.	
12	118	D.	
13	119	D.	
14	137	D.	
15	153	C.	
16	159	C.	
17	162	C.	
18	190	B.	
19	199	B.	
20	226	C.	

ANNEXURE M.

Statement showing the amount paid to the Municipality since Board's order up to 1911-12 and the expenditure incurred by the Municipality in the Estate for sanitary improvements.

Year.	Receipt.			Excess expenditure of the previous year.	Net receipt during the year.	Expended during the year.	Surplus amount in hand.	Excess expenditure.	Remarks.
	Balance in hand.	Received during the year.	Total.						
1	2	3	4	5	6	7	8	9	10
	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	
1906-07	...	3,500 0 0	3,500 0 0	...	3,500 0 0	465 10 3	334 5 9	...	
1907-08	334 5 9	2,027 0 0	5,061 5 9	...	5,061 5 9	3,644 8 8	1,416 13 1	...	
1908-09	1,416 13 1	...	1,416 13 1	...	1,416 13 1	2,005 14 7	...	589 1 6	
1909-10	...	2,000 0 0	2,000 0 0	589 1 6	1,410 14 6	2,880 1 4	...	1,469 2 10	
1910-11	...	5,790 0 0	5,790 0 0	1,469 2 10	4,320 15 2	4,138 9 0	182 4 2	...	
1911-12	182 4 2	2,721 0 0	2,903 4 2	...	2,903 4 2	3,586 1 2	...	682 13 0	

ANNEXURE N.

Statement showing five years' programme of improvement.

Year.	Municipal Market.	Park.	Construction of new roads and bridges.	Repair to existing roads.	Latrines.	Urinals.	Total.	Remarks
1	2	3	4	5	6	7	8	9
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	
1913-14	1,000	1,000	2,000	500	350	150	5,000	
1914-15	500	1,500	2,000	500	350	150	5,000	
1915-16	...	2,000	2,000	500	350	150	5,000	
1916-17	...	2,000	2,000	1,000	...	...	5,000	
1917-18	...	1,500	2,350	1,000	...	150	5,000	
Total	1,500	8,000	10,350	3,500	1,050	600	25,000	

ANNEXURE N.—*continued.*

YEAR 1913-14.

	Rs.
(1) Estimated cost of a shed in the Proposed Market	1,000
(2) In part payment of the cost of constructing Road (a) in paragraph 93 of the Report	1,000
(3) Cost of a suitable bridge over the Bankimuhan causeway ...	1,000
(4) Park (details to be settled hereafter)	1,000
(5) Repair to existing roads as may be fixed by the Municipality ...	500
(6) Construction of a public latrine near Chakratirtha	350
(7) Construction of an urinal between plots Nos. 132 and 133 ...	150
Total	<u>5,000</u>

YEAR 1914-15.

	Rs.
(1) Balance of the cost for the shed in the Proposed Market ...	500
(2) For part payment for Road (a) started in the previous year ...	1,000
(3) For part payment for a bridge constructed over Bankimuhan started previous year	1,000
(4) Park (details to be fixed hereafter)	1,500
(5) Repairs to existing roads	500
(6) Public latrine at the south-west corner of the estate	350
(7) Urinal between plots Nos. 254 and 235	150
Total	<u>5,000</u>

YEAR 1915-16.

	Rs.
(1) Park (details to be settled hereafter)	2,000
(2) For part payment of road (a) of the previous year	1,000
(3) Cost of metalling road (b) of page 93 of the report	500
(4) Cost of construction of a bridge on Chakratirtha and Station Road ...	500
(5) Repairs to existing roads	500
(6) Construction of a latrine on plot No. 296	350
(7) Construction of an urinal on plot No. 312	150
	<u>5,000</u>

YEAR 1916-17

	Rs.
(1) Park (details to be worked out hereafter)	2,000
(2) Cost of the bridge on Chakratirtha and Station Road started in the previous year	500
(3) Construction of the road to cemetery	500
(4) Contribution for roads to be made jointly at the expense of Government and lessees	1,000
(5) Repair to existing roads	1,000
	<u>5,000</u>

YEAR 1917-18.

	Rs.
(1) Park (details to be worked out hereafter) ...	1,500
(2) Construction of road (d) of the report ...	1,000
(3) Construction of road to cemetery constructed previous year ...	500
(4) Repair to existing roads ...	1,000
(5) Contribution ...	850
(6) Construction of an urinal by the side of Chakratirtha Road ...	150
	<hr/> 5,000 <hr/>

N. B.—The work to be done out of Municipal funds by the Municipality and out of the improvement grant may be fixed in the beginning of each year. For the first three years if more money is required for repairs to existing roads the amount may be appropriated from the amount allotted for the park.

No. 990, dated Puri Collectorate, the 14th—15th April 1913.

From—Pandit RAMA BALLABH MISRA, M.A., Collector of Puri,

To—The Commissioner of the Orissa Division, Cuttack.

I have the honour to submit herewith a report on the Balukhand Government Estate in this district by Babu Arun Kumar Bose, Deputy Collector-in-charge of the Sadar Khasmahals, prepared after a field-to-field enquiry of all the lands in the estate from a historical and sanitary standpoint.

2. The report gives a summary of the past history of Balukhand and contains useful suggestions on various matters of importance bearing on the management of the estate in future. As I shall indicate hereafter, necessary proceedings have been started by me on points which required my attention and this has been the cause of some delay in forwarding the report. There are, however, certain suggestions which will require the orders of the higher authorities and I shall advert to them as I proceed.

3. I have little to say as regards the past history of the estate, which has been adequately treated by the Deputy Collector in paragraphs 6 to 54 of his report. The land, known as the Balukhand, lies on the sea-front at Puri. Formerly it belonged to a private zamindar. It was originally acquired by Mr. Collector Armstrong in the year 1876, at the expense of what was then called the Town Improvement Fund and which subsequently developed into the Puri Municipality with the object of extending the area of the land occupied by the public offices which then stood on a small piece of adjoining land. Since 1885, Government has retained direct control over the estate by refunding the purchase money (Rs. 2,120-12-11) to the Municipality and promising the provincial share of the proceeds of the estate to the Municipal Funds as an annual contribution on account of sanitary improvements in the estate. With the opening of the Railway communications, the estate has considerably grown in importance as a Sanitarium, Puri being regarded by most people of Bengal, specially of Calcutta, as a health and holiday resort. A small Bengali Colony has already sprung up on the beach besides a number of European hotels, and so great is the demand for houses on the beach, that all available land in the Government Estate has now been nearly leased out at high rates of rent making it in parts congested. The estate is a valuable acquisition to Government. Its area according to the latest survey is 574 acres. It contains all the public offices and residences of Government Officials and besides there are at present 122 tenants in the estate paying an annual rent of Rs. 11,707.

4. The existing state of things can be seen at a glance over the following table :—

1. Area leased out—		Acres.
(a) built upon	... ..	63.52
(b) lying vacant	... ..	22.49
2. Area occupied by Public Offices	... ..	51.00
3. „ fit for building purposes	... ..	48.00
4. Roads and waste consisting of hollows, etc.	... ..	266.77
5. „ „ Garden including trenching-ground	... ..	17.25
9. „ „ Railway land	... ..	104.64
	TOTAL	573.67

5. It will be seen that so early as 1901, Mr. A. Garrett, the then Collector, foresaw the necessity of a definite policy for the proper laying out of the estate for building purposes and the scheme framed by him and the orders that it elicited from the higher authorities are fully set forth in paragraphs 11 to 33 of the Deputy Collector's report. I agree with Babu Arun Kumar Bose that it was he who for the first time took up the administration of the estate in right earnest divided it into convenient blocks, had the conditions of the lease and the rent rates definitely fixed and we owe to his endeavours a clear and well-laid-out policy with regard to the management of the estate. It is unfortunate that for a time his scheme and his work should have fallen into the background and the credit of rescuing it from oblivion belongs to Mr. Gourlay, who was Collector of the District for a brief period of three months. He

had the whole estate surveyed and divided into acres plots and mapped with buildings and roads all shown up-to-date and thus gave Balukhand a complete map and a complete reliable *jamabandi*. It is this map which has formed the basis of the enquiry made by Babu Arun Kumar Bose.

6. The object of the present report is to devise measures for improving the sanitation of the estate by removing congestion and insanitary surroundings in certain localities, and at the same time to indicate the directions for the legitimate expansion of the estate. It is also proposed to reserve a fairly large and well-situated area for unforeseen public purposes to meet the requirements of Government in the event of a sudden need in future. With these views the Deputy Collector makes certain definite suggestions in the various paragraphs of his report which are summarised below, with my recommendations in each case or where action has been taken with a note to that effect.

7. *Resumption of holdings*.—In paragraphs 60 and 61 of the report the Deputy Collector recommends institution of proceedings for resumption of holdings in cases in which the buildings have not been completed within the periods specified in the respective leases or where the buildings or any of their adjuncts have been constructed on plans not previously approved by the Collector or where the buildings are in a state of disrepair. These being in violation of the terms of the lease, the course recommended by the Deputy Collector has been adopted in all cases and the proceedings are in progress.

8. *Insanitary holdings—Paragraph 62 of the Report*.—The Civil Surgeon was asked to inspect the holdings which are reported to be insanitary and to make specific recommendations for their improvement. He has submitted his report and the lessees have been served with notices to act up to his recommendations failing which they have been threatened with the termination of their leases.

9. *Encroachments—Paragraph 63 of the Report*.—The lessees have been noticed to give up the encroached areas; under clause 6 of their agreements, they are required to keep intact and well-defined the boundaries of their holdings.

10. *Removal of the Nulia bustee at Bankimuhan—Paragraph 65 of the Report*.—I fully concur with Babu Arun Kumar Bose in condemning this insanitary bustee on its present site and am prepared to sanction out of the improvement fund compensation for the existing huts which is estimated at Rs. 436. The Deputy Collector is being asked to report if this can be managed by private bargain. The Nulias will find ample accommodation to build their houses in the present Nulia bustee to the south-west of the estate.

11. *Quarters for Muhammadan peons—Paragraph 67 of the Report*.—The site is a low-lying one and I share Mr. Clark's view that a pucca drain should be constructed here to improve its sanitation. The cost of the work will be paid out of the improvement grant if the Municipality cannot be induced to pay for it out of the money for the drainage project.

12. *Reservation of certain plots for public purposes—Paragraph 68 of the Report*.—I agree with the Deputy Collector's proposal that these sites should be reserved for unforeseen public purposes. They cover almost all the available sites just facing the sea.

13. *Lieutenant-Governor's Circuit-house—Paragraph 69 of the Report*.—Since the report was submitted, a site for the new Circuit-house has been fixed upon between the Church and the present Circuit-house and the new building approaching completion.

14. *Opening of the Casuarina garden behind the Collector's house—Paragraph 70 of the Report*.—This garden is a good protection against sand blowing inland. I do not therefore advocate the wholesale cutting of the casuarina trees in any part of the garden until building sites are actually required here for any public purposes. The trees are being trimmed where necessary to allow sufficient sea breeze and light to the row of houses behind the garden. Those of stunted growth should be removed altogether.

15. *Closure of Port Road to Pilgrims.*—In paragraph 71 of the report the Deputy Collector suggests that the pilgrims should be excluded from using this road. He remarks that if this road is defiled, and cholera and other epidemic diseases break out amongst the pilgrims, the European quarters in the neighbourhood are not at all safe. As far as possible this road is closed to pilgrims during the festival times by posting guards on it and this practice must continue. But the Deputy Collector's suggestion to close it permanently to a section of the public is I think open to objection from a legal point of view. The Government Pleader, who was referred to for advice on the subject, says :—

“As the road is public road to which all persons have a right of access, it cannot be closed to one portion of the public only. Even if the Magistrate be moved to draw proceedings under section 144 of the Criminal Procedure Code such an order cannot be passed. It has been held that in cases of emergency an order under this section can be passed to avert a danger to human life, health or safety, but this does not apply to a proclamation directed not to the public generally, but to a portion of the community. To exclude therefore a portion of the community, *i.e.*, the pilgrims from using the Port Road, will not be valid under section 144 of the Criminal Procedure Code.

“To close it against pilgrims and to keep it open for non-pilgrims will not also be against public utility and will be beset with serious difficulties. For the Constable deputed to shut out pilgrims shall have to determine the question whether a person is a pilgrim or otherwise. The question may sometimes be a very nice one and will create many inconveniences.”

This legal difficulty appears to me to be real and I see no way out of it.

16. *Letting of houses in Balukhand—Abuse of Clause 18 of the lease.*—In paragraphs 72 and 73 of the report the Deputy Collector points out the practice which now obtains in Balukhand of indiscriminately letting houses in defiance of the terms of the lease and in order to ensure a remedy against the possible outbreak of cholera and other epidemic diseases in the Civil Station after a festival, suggests that all house-owners should be called upon to execute an agreement that they shall not let their houses to any person at the time of any festival and that without the special permission of the Collector they shall not let any house at all during the Car Festival unless the house has been rented by a *bona fide* health seeker three months before that festival. The practice of letting of houses has really become so dangerous as to affect the health and sanitation of the Civil Station. Last July cholera for the first time appeared in the Civil Station, being introduced apparently by the pilgrims, and claimed some victims. Now, clause 18 of the lease absolutely prohibits the letting of houses to pilgrims, but provides for the *bona fide* entertainment of friends and relations without consideration, while clause 19 makes it obligatory on the part of the lessee to obtain the previous consent of the Collector to use any house as a boarding, lodging house or hostel for non-pilgrims. At a place like Puri it is difficult to distinguish a pilgrim from a non-pilgrim, for all Hindu health-seekers coming to Puri as a rule pay a visit to the temple. We find houses being constantly let to all classes of persons on a system of monthly hire and the lessees never apply for our permission. The Government Pleader, who was consulted on the subject, advises that we may issue a notice on the lessees to enter into a further agreement as suggested by the Deputy Collector, but if they decline to enter into such an agreement we cannot compel them to do so. This would be very feeble. Perhaps the most effective way to deal with the situation would be to select a few typical cases of letting out houses to *bona fide* pilgrims during some big festival for adequate consideration (cases about the facts of which there can be no doubt). After spotting out such cases, proceedings may be started with the object of terminating the lease and pushed through to completion with vigour. Such a course if adopted with success may have deterrent effect.

17. *Removal of congestion—Paragraph 74.*—It is stated in paragraph 74 of the report that the estate has become congested in certain parts by the over-

crowding of houses, and for the removal of this congestion the Deputy Collector recommends the acquisition of certain holdings already leased out and not built upon and the acquisition and demolition of some insignificant huts and houses with a view to these areas being kept vacant. I agree with Babu Arun Kumar Bose that certain localities have really become congested, but I do not think the congestion has become so great an evil as to call for very costly measures. Proper attention to the sanitation of these areas ought to adequately counteract the effects of congestion and render costly acquisitions unnecessary. I am asking the Deputy Collector to exhibit the financial effects of his suggestions on this score before deciding how far they may be acted upon.

18. *Housing of consumptive patients in a select area—Paragraphs 77 and 78.*—Consumptive patients now largely resort to Puri for change and live on the sea-side for the benefit of their health. So much so that a small charitable home for the consumptives is said to have been lately started in a house on the beach under the auspices of the Kumar of Tahirpur. To guard against the danger of promiscuous contamination of all houses on the beach by the consumptive patients, the Deputy Collector suggests to restrict a select area on the beach to the occupation of such sufferers. This is quite a sensible proposal but it is hardly practicable without causing serious discontent among the house-owners. For it is not likely that the house-owners will consent to reserve their houses exclusively for such a purpose.

Further, there is nothing in the terms of the lease to prevent the house-owners letting out their houses to consumptive patients. It is only on sanitary grounds that such a prohibition can be enforced but the only clause in the lease which bears on sanitation, *viz.*, No. 11, confines itself to "sanitary improvements", and I share the Deputy Collector's doubt whether this clause gives us any power to shut out consumptive patients from, or isolate them in a particular locality. I shall be obliged by any instructions you may favour me with for grappling with this difficult and delicate problem.

19. *Sites for the quarters of the Deputy Collectors and Sub-Deputy Collectors at Puri—Paragraphs 79 to 81.*—I agree that a systematic effort should be made to provide the members of the Provincial Service, both executive and judicial, and also of Subordinate Service posted at Puri, with suitable houses. Recently a proposal has gone up for building quarters for one Deputy Collector and one Munsif at Puri and it is hoped that all the other officers will be gradually included in the scheme.

A part of the casuarina garden opposite the Port Road ought to prove a very suitable site for the purpose of such residences.

20. *Proposed park in the Balukhand—Paragraph 82.*—Babu Arun Kumar Bose recommends laying out a suitable area in the Balukhand with flower beds and laterite walks to be used as a park or recreation ground by the public and when this is done to acquire Mr. De Brunner's house to serve as a sort of pavilion or grand stand to the same, where the people might take shelter from the sun and the rain. This is a fine idea but our Improvement Grant is too meagre to finance such schemes. Besides I have grave doubts if the public would care to use such a park in preference to the charming attractions of the sea-beach. If we can ever afford the money I would rather go in for a promenade on the sea beach from the flagstaff to the Chakratirtha made of wooden planks on brick built pillars with ornamental railings suitably painted and maintained in proper condition. Besides affording a most pleasant walk to the public it would also add to the beauty of the beach and to a great extent undo the effects of want of symmetry in the buildings constructed along it.

21. *Proposed market —Paragraph 83.*—I am not in favour of opening a market in the Balukhand for the present, nor do I think one would be popular here in view of the fact that there is little demand for supplies for nearly six months in the year when the station becomes almost vacant owing to the exodus of the health-seekers. Besides a market in the Balukhand will affect the growth of the present Municipal market on which large sums are now being spent for improvement.

22. *Tinconia garden—Paragraph 84.*—This garden is absolutely useless for any work of a demonstrative character. The soil is extremely poor and even if fresh earth be deposited on it which can only be done at great cost the continuous sand drifts which it receives from the sea-beach are enough to undo all the labour and money spent on such an undertaking. The garden occupies 17 acres of land which, if leased out for residential purposes would fetch a decent annual income of not less than Rs. 1,500 and in addition to this an expenditure of Rs. 600 to Rs. 700 which is incurred on this garden annually for establishment and gardening purposes might be profitably utilised in other works of improvement. I would recommend the total abolition of this garden retaining only one mali to take care of the permanent fruit trees. A small nursery may be opened in a portion of this area for arboricultural work along the station road and a small sum might also be reserved for this purpose annually.

23. *Paragraph 86—Public Urinals and Latrines.*—The Municipality will be asked to provide these where necessary. There are still large unoccupied areas in the estate and personally I do not think there is any very great necessity for these at present. Such public places of nuisance along the roadsides are likely to prove a source of annoyance to the passers by in the Civil Station.

24. *Paragraph 87—Clearance of cactus from the roadsides.*—The Municipality has been asked to take early steps for the removal of cactus from the roadsides and the work of clearance is now in progress.

25. *Paragraph 89—Water-works—Proposed subsidy of Rs. 4,000 from the Khasmahal towards the scheme.*—The scheme for temporary water-works has been abandoned. The details of the larger scheme of water-supply to the town are now practically settled. It will entail a formidable expenditure and is being delayed simply on account of financial difficulties.

26. *Paragraph 90—Plots available for future settlement.*—I fully approve of the selection, which has been made carefully.

27. *Paragraph 92.*—The relationship of the District Engineer with the estate has been correctly described by the Deputy Collector in this paragraph. The Commissioner's instruction for the checking of all building plans jointly by the Khasmahal Deputy Collector and the District Engineer will be followed and these officers will also make a joint report as to whether the buildings have been built according to the approved plan and within the time specified, in the lease.

Paragraphs 93 and 94.—Relationship of the estate with the Municipality—Utilisation of the annual grant from Khasmahal to the Municipality.—The Municipality was asked and has agreed to consult always the Khasmahal Deputy Collector as to the best way of spending this money which is meant for sanitary improvement in the estate.

29. *Paragraph 95—Roads.*—The Deputy Collector's scheme and suggestions for opening out new roads and improving those now existing, will receive full consideration in settling the quinquennial programme of works to be executed out of the Estate Improvement Funds. In fact the immediate necessity of the estate is the construction of more roads with a view to improving the accessibility of all houses to the Municipal carts and Municipal sweepers. Absence of these facilities is hampering the work of conservancy to a large extent and I have proposed 28 more roads and by-roads which are also coloured light blue in the Deputy Collector's map.

30. The programme prepared by the Deputy Collector will be carefully examined in consultation with the District Engineer, and such of the works as will be considered to be really useful will be retained in the list and recorded in the order of their importance with a view to their gradual execution as funds permit.

31. *Paragraph 99—Management.*—The Sadr Kanungo is in direct charge of the estate under the supervision of the Khasmahal Deputy Collector and is remunerated for this extra work at the rate of 3 per cent. commission on all collections made by him. The work in connection with the estate has considerably increased of late years and stands greatly in the way of Sadr

Kanungoes' legitimate work of inspection of all Chakla Kanungoes' offices in the district. I think the time has arrived when the question of appointing a wholetime Tahsildar for the estate should be taken into serious consideration. As a matter of personal knowledge I can testify that the Sadr Kanungo is fully occupied with the work of the Khasmahal and he has very little time to give to the important work of inspection. If you agree I shall submit definite proposals on the subject with due regard to the finances of the estate.

32. The Deputy Collector has not worked out the financial effect of the various proposals that he has made in the report. Perhaps it may wait until you have indicated generally (1) how far these proposals meet with your approval and (2) on which of them attention should be concentrated for the present.

33. As stated at the outset, some time was taken up in starting the various proceedings suggested in paragraphs 59 to 63, 70 to 72, 74 to 78, 87 and 93 of the report and in obtaining legal advice on some of the suggestions made by the Deputy Collector. Besides, I had to keep out a good deal during the last cold weather and my hands were too full with more pressing matters to admit of my dealing with this very important and comprehensive subject until now.

34. Before concluding I desire to thank Babu Arun Kumar Bose, Deputy Collector, for the keenness and enthusiasm that he has displayed, in studying the history of the estate, bringing its papers up to date, formulating a plan for the future in harmony with the past, and embodying it all in a lucid and interesting report.