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SELECTIONS FROM OLD RECORDS

COIMBATORE DISTRICT

LETTERS RECEIVED FROM THE BOARD
OF REVENUE-1822

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SELECTIONS FROM OLD RECORDS



COIMBATORE DISTRICT

LETTERS RECEIVED FROM THE
BOARD OF REVENUE 1822.

SELECTED BY THE COLLECTOR OF COIMBATORE.

(Para 39 of the District Press Manual).

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COIMBATORE:

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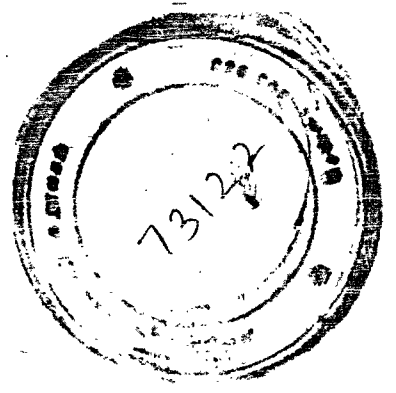
PREFATORY NOTE.

Selections made with reference to B.S.O. No. 195 if from old records of the Coimbatore District relating to 1822.

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REVENUE DEPARTMENT.

To

THE PRINCIPAL COLLECTOR OF

COIMBATORE.

Sir,

1. With reference to your letter of the 14th January last, I am directed by the Board of Revenue to transmit for your information and guidance, the accompanying copies of correspondence with Government.

To the Chief Secretary to Govt.
Government 7th February 1822.
From Govt. 15th March 1822.

2. I am also directed to transmit to you the accompanying form of Cowles which has been approved by the Honorable the Governor in Council subject to the final approbation and sanction of the Honorable the Court of Directors.

Enclosure is a letter to the
Chief Secretary 30th July.

3. You will be pleased to prepare Cowles according to the form for all villages granted in your District to public servants in reward for their services.

4. You will be particularly careful that the two statements, 1st of lands held exempt from the payment of revenue, in the village granted, and 2nd of the lands on which the rent of the village is fixed, be accurately prepared and in this latter class the waste land will be included.

Extracts - From Mr. Secretary
Hill's letter 22nd Feby. 1820
paras 3 & 4, Enclosure 1 in Mr.
Secretary Hill's letter 17th
October 1820 being a letter
from the Register of the
Sadr Adawlut. Paras 7, 8,
9 & 12. To the Chief Secy.
to Govt. 1st March 1821 pa-
ras 3, 4, 5, 6 & 7. From Mr.
Secretary Hill 15th May
1821.

5. In order that you may be fully acquainted with the principles on which the Cowles has been prepared, I am directed to transmit to you the accompanying Extracts from the correspondence which has passed on the subject between the Government and the Board.

6. It will be proper that a correct Register be kept by you in the form annexed, in order to shew the lapse of any life and the succession of the next heir, until the number of persons in succession who are entitled to hold the land on favourable tenures, shall have been completed and the land shall become assessable with its full Beriz after which period it will cease to be entered in the list of service lands. An Extract from this Register should annually accompany your Jummahbundy statement.

7. You will observe that the last Paragraph, being one which requires the sanction of the Court of Directors is not to be entered in Cowles now to be granted.

I am

Sir,

Your most obedient servant,

(Signed) R. CLARKE,
Secretary.

Fort Saint George, 15th April 1822.
Despatched, 26th April 1822.
Answered, 19th May 1822.

No. 51.

To

THE CHIEF SECRETARY TO GOVERNMENT.

Sir,

1. With reference to Mr. Secretary Hill's letter of the 30th October last of which a copy was sent to the Principal Collector of Coimbatore, I am directed by the Board of Revenue to transmit for the purpose of being laid before the Honorable the Governor in Council the accompanying letter from Mr. Sullivan with its voluminous enclosures on the subject of the disputed claims of Ramaswamy Moodely—to the grant of a Cowle of the Island of Seevasamoodrum.

2. It appears from the reports of the Resident of Mysore and the Collector of Seringapatam and the depositions taken before them from the subscribers of the original Petition and others that with a single exception they profess to have lent their names to the applications at the suggestion of Ramasawmy Moodely merely for the purpose of adding the want of Numbers to the petitions without contributing to the expense or stipulating for or expecting any benefit from the proposed work beyond the satisfaction of seeing the place restored to its former flourishing condition.

3. The enclosures further make it clear that Castoor Ranga Chary the only subscriber of the petition who objects to the exclusive claim of Ramasawmy Moodely never furnished any thing towards the expense of the erection of the bridge and nor ever pretended to any claims upon the grant to be made by Government till he understood that Mr. Sullivan had recommended the grant in Shotrium of the Village of Sathiagar for the support of the Bridge.

4. Should the Honorable the Governor in Council consider Ramasawmy Moodely's exclusive claim satisfactorily established, Mr. Sullivan further suggests that a tract of Jungle adjoining the Island which has been long waste may be included in the Cowle for the establishment of a Village of Pariahs and Pullers.

(Signed) R. CLARKE,
Secretary.

Fort Saint George, 7th February 1822.

To

THE PRESIDENT AND MEMBERS OF THE
BOARD OF REVENUE.

Gentlemen,

I am directed to acknowledge the receipt of your Secretary's letter of the 7th Ultimo (51) and to state that the Honorable the Governor in Council authorises the preparation of a Cowle granting to Ramasawmy alone, the Island of Seevasamoodrum and the tract of jungle adjoining thereto, as proposed by the Principal Collector of Coimbatore.

(Signed) D. HILL,
Secretary to Government.

Fort Saint George, 15th March 1822.

(True Copy).

E. WITTHOFF,
Junior Dy. Secretary.

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The Governor in Council of Fort St. George, acting for and on behalf of the Honorable the United Company of Merchants of England trading to the East Indies in consideration of the services of A. B. has been pleased to grant, and does hereby grant to the said A. B. and to his heirs and successors, for ever subject to the approbation and confirmation of the Honorable the Court of Directors of the said United Company all rents or revenues payable to the Government either in money or in kind for and on account of the lands situate in the village of C. D. in the Zilla of E. F. to be held and possessed by the said A. B. and his heirs and successors for ever upon the conditions and with the reservations hereunder specified, that is to say—

1. That the said A. B. during his life, and after his demise the two next immediate heirs in succession of the said A. B. during their lives respectively shall pay to such Public Officer, as may be authorized by the Government to receive the same, the annual sum of Madras Rupees—in such kists and at such times and periods as may be determined by the Collector according to the general Kistbundy of the District.

2. That after the demise of the said A. B. and of his two next immediate heirs the annual sum of Madras Rupees—shall be paid as aforesaid by the heirs and successors of the said A. B. for ever in such kists and at such times and periods as may be determined by the Collector according to the general Kistbundy of the District.

3. That the said annual sums shall be paid regularly in all seasons; and that the said A. B. his heirs, and successors, shall not be entitled to claim any abatement or remission thereof on account of drought, inundation, or any calamity of the season whatsoever.

4. That, it being the true intent and meaning of all grants of this nature that the rights and privileges thereby conferred should be held and enjoyed by the original grantees, their heirs and successors for ever, the said A. B. his heirs and successors shall not alienate by gift or sale, or otherwise transfer to or in favor of Pagodas, Bramins, or Mosques, or for any purpose whatever, the whole or any portion of the rights and privileges granted by this deed—provided, however, that the said A. B. his heirs and successors, each for his respective life, shall be competent to assign the rents and revenues derivable from the said Villages or any portion thereof, for the discharge of debts and obligations contracted by him or them respectively, due provision being made for the payment of the stipulated kists as aforesaid, and provided also that it shall be competent to Courts of Justice to order and decree the transfer of the said rents and revenues in satisfaction of debts and obligations contracted by the said A. B. or any of his heirs and successors respectively, due provision being in like manner made for the payment of the stipulated kists; but all such assignments and transfers shall cease and determine with the life of the party for the discharge of whose debts and obligations they are made, and the interests conveyed by this grant shall descend free and unincumbered to the next heir in succession.

5. Nothing contained in this deed shall be construed to convey to the said A. B. his heirs and successors any right or title to the Revenue derived or derivable from the monopoly and sale of salt, from sair or Custom duties of all descriptions, whether by sea or land, from Abkaree, or tax on the sale of spirituous or fermented liquors and intoxicating drugs, from the excise on commodities or articles of consumption, from taxes personal and professional, or from taxes on Markets, farms and bazars. Nor shall the said A. B. his heirs or successors have authority to levy or receive any tax, or contribution whatever save and except the Government share of the land revenue payable on account of the lands hereinbefore specified and such quit rents as are hereinafter mentioned.

6. Neither shall anything contained in this deed be construed to authorize and entitle the said A. B. his heirs and successors to levy rents or revenues from lands which are at present exempted from the payment thereof, a statement

whereof is contained in the annexed schedule No. 1, nor to receive the Quit rents payable for and on account of lands favorably assessed, save and except such quit rents as shall have been included in the assets upon which the annual rent of the said village of C. D. has been fixed, a statement whereof is contained in the annexed schedule No. 2 and in such last mentioned case the said quit rents shall be payable to and receivable by the said A. B. his heirs and successors without being liable to be changed.

7. Neither shall anything contained in this deed be construed to authorize and empower the said A. B. his heirs and successors to infringe the just rights and privileges of the Ryots, nor to interfere with the free and unmolested prosecution of their labour, and the disposal of the produce thereof nor to infringe the rights and privileges of the Village servants, enjoyed by them according to established and approved custom, nor to interfere with or disturb any person holding Maunium or Enam of any description in the said Village all such rights; privileges and enjoyments being reserved in full to the persons aforesaid. But on the demise of a person holding a Maunium or Enam in the said Village, by which demise, such Maunium or Enam according to the tenure by which it was held, shall revert and become lapsed to the Government, the said A. B. his heirs and successors shall report such lapse to the Collector of the District; and the authority of the Board of Revenue being first had and obtained, it shall be lawful for the said A. B. his heirs and successors to enter upon possession of such Maunium or Enam lapsed as aforesaid.

8. It is furthermore declared that in default of heirs of the said A. B. the rights and privileges conveyed by this grant shall revert and become lapsed to the Government; and that on the failure of the said A. B. his heirs and successors or any of them to discharge the stipulated Kists as aforesaid, or to perform the duties of allegiance as true and faithful subjects of the British Government the rights and privileges conveyed by this grant shall be forfeited.

9. And whereas the Honorable the Court of Directors of the said United Company have reserved to themselves the right to give or withhold their sanction to grants of public revenue by the Governor in Council of Fort St. George in reward of services performed, and whereas the present grant is made to the said A. B. his heirs and successors for ever, subject to the confirmation of the said Honorable the Court of Directors, and whereas it is necessary for the security of the said A. B. his heirs and successors that some term should be fixed for the exercise of the rights reserved by the Honorable the Court of Directors as aforesaid. It is hereby declared that this grant shall be held and considered valid for the term of _____ years from the date hereof; but if the Honorable the Court of Directors aforesaid shall see fit to disapprove and annul this grant, and such disapproval shall be signified to the Governor in Council and notified by the Government of Fort Saint George or their authorized Public Officers to the said A. B. or the holder of the grant for the time being before the expiration of the said term of _____ years, then the said A. B. or the holder of the grant for the time being shall relinquish and give up the said Village of C. D. to the said Officers of Government on the expiration of the term aforesaid, he the said A. B., or the holder of the grant for the time being receiving and being entitled to have all the benefits of this grant accruing up to the expiration of the aforesaid term of _____ years from the date hereof, and this grant shall then become void and of no effect. But if the said Honorable the Court of Directors shall sanction and confirm this grant, or their disapproval thereof shall not be notified as aforesaid to the said A. B. or the holder of the grant for the time being within the said term of _____ years from the date thereof then this deed shall be and remain in full force and virtue.

In witness whereof we have herunto set our hands and seals at Fort St. George this _____ day of _____ in the year of our Lord.

(True copy).

E. WITHOFF,
Junior Dy. Secretary.

DISTRICT OF

Register of lands granted for lives on favorable tenure, shewing the lapses of lives, and the time of their becoming liable to full assessment.—

Names of the Villages.	To whom granted and date of grant.	Heris fixed at the time of the grant.	Amount of Revenue remitted to the original grantee and his (2) heirs in succession.	Reserved rent payable by the grantee his (2) next heirs.	Successors to first grantee, and date of lapse by which they become successively possessors of the lands on favorable tenure.	Date of the final lapse on favorable tenure whereon the village is assessable at the full rate.

Extract of a letter from the Secretary to Government in the Revenue Department
Dated 23 Feb. 1820.

Para 3. The objection against a perpetual alienation of revenue has been obviated by limiting the term for which shotrium lands are now granted on a reduced rent, and it is fairly presumeable that a great part if not the whole of the reduced rent during such limited term will be appropriated to the improvement of the estate and will thus provide a security for the payment of the full rent after the limited term expires.

4. Another objection to the grant of shotriums was that they constituted a charge on the revenues which did not appear in any of the public accounts and which therefore was liable to elude notice notwithstanding its gradual augmentation. This objection may be obviated by charging in every instance the amount of the rent remitted against the office or Department on account of which the shotrium may be applied for and granted. You will prepare a statement of all shotriums, perpetual as well as temporary, so that this adjustment may take place with respect to them, and the same adjustment will take place when any new shotriums are granted.

(A True Extract).

E. WITHOFF,
For Dy. Secretary.

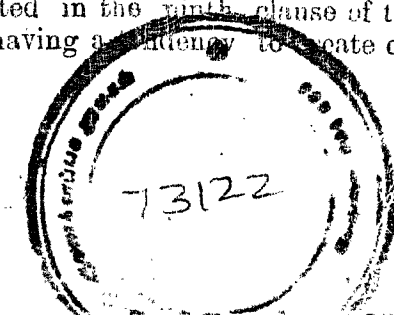
Extract of a letter from the Secretary to Government in the Judicial Department,
Dated 7th August 1820.

7. In the fifth clause of the draft prepared by the Board of Revenue it is provided that if the shrotriumdar should fail to discharge his engagements the sunned shall become forfeited, and his personal property shall be answerable for the default. In the 9th clause of the re draft the Judges have provided for the forfeiture of the grant on failure of the payment of the stipulated Kists; but they have not considered it necessary to declare that the personal property of the defaulter shall be answerable for the default, because it must be supposed that the Government will be fully indemnified for the default by the resumption of the grant.

8. The seventh clause of the original draft provides for certain alienations by the grantee and his successors under the authority of the Government, and also for certain resumptions under the same authority. The conditional power of alienation here conferred appears to the Judges to be at variance with the declared intent and meaning of the grant, as stated in the ninth clause of the original draft; and is otherwise objectionable as having a tendency to create contending

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A circular stamp, likely a library or archival mark, featuring the number 73122 in the center. The stamp has a decorative border with small, dark, irregular shapes around the perimeter.

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8

REVENUE DEPARTMENT.

No. 382.

To

THE PRESIDENT AND MEMBERS OF THE

BOARD OF REVENUE.

GENTLEMEN,

I am directed to acknowledge the receipt of your Secretary's letter of the 1st of March, submitting observations on the draft of a general Cowle for shotriums prepared by the Sudder Adawlut.

2. The Governor in Council concurs in your opinion that the repair of Tanks and Water courses ought to continue a charge upon the Government, and that it will be desirable to make the additional entry in the schedule to be annexed to the Cowle proposed by you. The Governor in Council also thinks that the Kists ought not to be fixed by any general rule, but ought to be regulated according to the kistbundy of the district; and that the proviso in the sixth article of the Cowle should be extended to all taxes whatever.

3. The Governor in Council desires that the draft may be modified accordingly, with a view to its being forwarded for the sanction of the Honourable the Court of Directors. In the meantime such cowles as may require to be issued will contain all the proposed amendments for which the Honourable Court's sanction is not necessary.

Fort St. George,
15th May 1821.

(Signed). D. HILL,
Secretary to Government.

(A True copy).

E. WITHOFF,
Junior Dy. Secretary.



B.S. கோபாலகிருஷ்ணன்	
செப்பனிருபவர் பெயர்	
செப்பனிருவதற்காக எடுத்தக்	
கொள்ளப்பட்ட நாள் June-94	
செப்பனிரு முடிந்த நாள் June-94	
செப்பனிருக்கும்	ஆராய்ச்சி
மு.பா. எ.	உதவியாளர்
கையொப்பம்	கையொப்பம்

3/10/94