

13

Revenue Department

Minutes of Consultations

18th August 1857

Back Numbers 29-30

Order no. 825 dated 17th August 1857

(15 sheets)

2M 1

Fort Saint George, Revenue Consultation of 18th August 1857.

No. 29. Read the following Extract from the Proceedings of the Board of Revenue; dated 28th July 1857, No. 2545.

Read letter from the Collector of Tinnevely dated 18th June
* In Cons. 28th July 1857. 1857.*

(Here enter No. 199.)

Ordered that the foregoing letter be submitted for the orders of Government with reference to Extract Minutes Consultation dated 28th April 1857, No. 387, R. D.

In No. 1880 of 1856. 2. The complaints raised by the Petitioners are shortly as follows.

1. That Coop Chund ousted them from certain lands and put others in possession.
2. That the receipts granted by him for payments of Teerwah are informal, and that Petitioners should have individual Puttahs.
3. That, the term of the lease having expired, the land should be included as Iyen, and given to them, direct, on Puttah.
4. That Coop Chund has fixed a different rate of Assessment, and that the area which he charges with the Teerwah due for one chain is in reality but half that extent.

3. Evidences was adduced by Coop Chund to prove that the parties, who assert they were ousted (1), voluntarily relinquished the land, but the Collector considers that, allowing for some exaggeration on both sides, there is reason to believe that some of the ryots were ejected from their holdings. He does not however think it necessary to interfere until final orders are passed relative to the grant.

4. The alleged informality in the receipts does not seem to afford ground for complaint.

5. The Petitioners request to have the land made over to them on Puttah (3) need not be considered till the questions as to the continuance of the lease and the wishes of Coop Chund to retain the land on any other terms that Government may think proper should the lease not be confirmed, have been disposed of.

6. The Board have already expressed their opinion that the family of Coop Chund, in consideration of their long possession of the land and of their outlay in its improvement, have claims on the Government, and have recommended the renewal of the lease for 7 years at the rate of 5,000 Rupees per annum.

7. They would also observe here that whether the land be given on Cowle or Puttah, they think that Coop Chund has a preferential claim before all others.

8. If therefore the Government are not disposed to extend the term of the lease as proposed, and should consider that the family has no claim for a continuance of the lease on those terms, and resolve that the land be settled in the usual way, the Board think that the offer to take it up on ordinary puttah, on the same teerwah as any other ryot would be required to pay, should be made to Coop Chund first of all. In this case also the Petitioners would continue to hold their lands under Coop Chund.

9. The explanation furnished in para. 11 of the letter above recorded hardly meets the case in point (4). Mr. Silver remarks that as the Petitioner's admit the teerwah charged to be Rupees 3-12-0, the Ayacut assessment being Rupees 4-10-9, they cannot complain; he however omits from his calculation the additional fact asserted by the Petitioners; viz., that the former sum is charged on but half a chain, which would be at the rate of Rupees 7-8-0 per chain, or Rupees 2-13-3 in excess of the Ayacut assessment Rupees 4-10-9.

10. The attention of the Board has been attracted to the anomaly existing in the Tinnevely District in regard to the tenure in force in what are styled "parambut" lands, and they purpose calling for information to enable them to judge of the advisability of continuing a system which cannot but operate injuriously both to the ryot and to the Government. In this description of land proprietary right is not admitted, and as the ryot is precluded from selling it,

பாதுகாப்புப் பிரிவு-1

செபெருவார் பெயர் :

27-11-2006

செபெருவார்க்காக எடுத்தக் கெள்பிட்ட நாள் :

27-11-2006

செபெரு முடித்த நாள் :

15-3-2007

சுமார் க்கும்
சு. மு. நி. பா. எ.
கையாப்பம்

சுமார் க்கும்
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கையாப்பம்

சுமார் க்கும்
சுமார் க்கும்
கையாப்பம்

3M 2

Fort Saint George, Revenue Consultation of 18th August 1857.

and is therefore unable to turn to account any improvements he may be able to effect, he clearly labors under disadvantages which must tend in a great measure to cramp his operations and to discourage all attempts at advancement.

(A true Extract.)

(Signed) L. FORBES,
Acting Sub-Secretary.

No. 30. ORDER THEREON, No. 825; dated 17th August 1857.

1. On the 7th April last, the Board of Revenue brought forward an application from one Coop Chund, for the renewal of the lease of an extent of land in Tinnevely, originally let to a Mr. C. W. Young at 2,000 Rupees per annum, on the condition of his raising foreign cotton and other products for the European market. The Board explained that, on Mr. Young's death in 1809, the lease passed to his partner, Mr. Hughes, who, on his death in 1835, bequeathed his interest to his reputed son Ramsing; who obtained a renewal of the lease at the increased rent of 3,500 Rupees per annum. The present applicant is the son of the holder last named, and has apparently already held the lands for some time,* his renewed lease having expired at the end of the last Fusly; so that his present application is for a further renewal of the lease. The extent of land in question is said to be liable to an annual assessment of 9,266 Rupees, and was only given on favorable terms on the express condition of new and valuable articles of produce being introduced; but nothing of the kind had been done. Coop Chund now asks for a renewal for a further period, without however, as far as the Government can see, offering any advantage in return for so valuable a concession; for not only have the family introduced no new articles of produce, but apparently they have not even reclaimed the whole of the lands. The assessment leviable on the cultivation in Fusly 1265 was 5,061 Rs. out of 9,266 Rs. The Collector proposed to renew the lease to Coop Chund for 21 years at an increased rent of 5,000 Rupees; but the Board, objecting to so extended a term, recommended a renewal for seven years at the enhanced rent suggested by Mr. Silver; and this the Board did, out of consideration to the family, and to secure re-payment of their capital on the land. In fact an extremely favorable tenure, given for no special merit, but simply for the introduction of improvements, never effected, was to be continued for a further term to the third generation, after the family had been in the enjoyment of a clear profit, of probably not less than 3,000 Rupees a year for the last half century.

2. Before deciding on the application however, the Government called for a full report on a petition, which had been received from one Kistna Taven and others, praying that the renewal of the grant might not be given to Coop Chund. The Board now submit a report from Mr. Silver, which the Government consider very unsatisfactory, as it is founded merely on a statement obtained from the Tahsildar of Tencasey, and not on his own personal investigation, which the present case fully called for. The Petitioners prayed that the lands might be incorporated with the Government lands, on three grounds of complaint; viz. first, because Coop Chund had ousted them from certain lands held by them after they had expended capital on them, and had put others in possession; secondly, that he granted them informal receipts; and thirdly, that not only did he levy variable rates of assessment, but that the extent of land on which he levied them was really only half what it purported to be. These complaints seem on enquiry to be just; for Mr. Silver admits that the petitioning ryots had been dispossessed; and though both he and the Board think that the men have no reason to complain of the substitution of a new form of receipt, it is to be observed that what the ryots demand, and what all under-tenants are entitled to by the Regulations, is a puttah for their holding, and a receipt for their payments under it. And with regard to the complaint that the renter had changed the rates of assessment, the Collector, in remarking that the ryots still did not pay the assessment entered in the ayacut, overlooks the whole gist of the ryot's complaint which is that the amount was levied on an extent of land which was only half what it purported to be.

3. In granting such leases, Government can only make over to the renter that which they can claim for themselves, viz. the assessment on lands waste or unimproved. They cannot touch

Fort Saint George, Revenue Consultation of 18th August 1857.

the holding of any ryot who pays the usual demand, as long as he continues to discharge it; neither therefore can the renter. But Coop Chund instead of laying out capital and reclaiming or improving, appears to have neglected his farm, to have allowed the demand to fall off, and to have resorted to acts of oppression to repair the effects of mismanagement. Again, the Board speak of the capital laid out in improvement; but the correspondence discloses nothing on the subject. They must therefore have assumed such to be the case unless they possess other information than that disclosed in the papers now before Government, and if there are no other reasons than this, for recommending a continuation of the lease, in the face of the present condition of the farm, they have failed to make out a case on behalf of Coop Chund.

4. Under these circumstances, the Right Honorable the Governor in Council resolves to inform the Board of Revenue that the Government would be very willing to take a favorable view of their recommendation, if any grounds for it can be shewn; but that in the papers hitherto submitted, they can find none whatever. The lands in question were given on very favorable terms to the present holder's family about fifty years ago, on condition, as already remarked, that the cultivation of foreign cotton and other products for European export should be introduced. This condition has never been fulfilled; the estate has not been materially improved; nor have the ryots been protected. The claim of long possession, which is urged by the Board, would only become stronger by a renewal of the lease; and if no better grounds can be shewn for a renewal, than those already stated, the Government, with every disposition to take a liberal view of Coop Chund's claim, are constrained to determine that it cannot be accepted, and to direct that the lands be left to the ryots, to whom puttahs will be issued in the usual course.

(Signed) H. FORBES,
Acting Secretary to Government.

N^o 29 Revenue N^o 2545

Extract from the Proceedings of the Board of Revenue, dated 28th July 1857. N^o 2545

Read letter from the Collector of Insens 28th July 1857. - Inmewelly dated 18th June 1857.

(See enter N^o 199)

Ordered that the foregoing letter be submitted for the orders of Government with reference to Extract Minutes Consultation dated 28th April 1857 N^o 387 R.D.

2. The complaints raised by the Petitioners are shortly as follows.

1. That Coop Chund ousted them from certain lands and put others in possession.
2. That the receipts granted by him for payments of teerwah are informal, and that Petitioners should have individual puttahs.
3. That, the term of the lease having expired, the land should be included as Syen, and given to them, direct, on puttah.
4. That Coop Chund has fixed a different rate of Assessment; and that the area which he charges with the teerwah

due for one chain is in reality but half that extent.

3. Evidence was adduced by Koop Chund to prove that the parties, who assert they were ousted (1), voluntarily relinquished the land, but the Collector considers that, allowing for some exaggeration on both sides, there is reason to believe that some of the Ryots were ejected from their holdings. He does not however think it necessary to interfere until final orders are passed relative to the Grant.

4. The alleged informality in the receipts does not seem to afford ground for complaint.

5. The Petitioners request to have the land made over to them on puttah (3) need not be considered till the questions as to the continuance of the lease and the wishes of Koop Chund to retain the land on any other terms that Government may think proper should the lease not be confirmed, have been disposed of.

6. The Board have already expressed their opinion that the family of Koop Chund, in

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in consideration of their long possession of the land and of their outlay in its improvement, have claims on the Government, and have recommended the renewal of the lease for 7 years at the rate of 5000 Rupees per annum.

7. They would also observe here that whether the land be given on kule or puttah, they think that Koop Chund has a preferential claim before all others.

8. If therefore the Government are not disposed to extend the term of the lease as proposed, and should consider that the family has no claim for a continuance of the lease on those terms, and resolve that the land be settled in the usual way, the Board think that the offer to take it up on ordinary puttah, on the same terms as any other Ryot would be required to pay, should be made to Koop Chund first of all. In this case also the Petitioners would continue to hold their lands under Koop Chund.

9. The explanation furnished in Paragraph of the letter above recorded hardly meets the case in point (4). Mr. Sizer remarks

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the *terwah* charged to be Rupees 3-12-¹¹/₁₆,
the *Ayat* Assessment being Rupees 4-10-9,
they cannot complain; he however omits
from his calculation the additional fact
asserted by the Petitioners, viz. that the
former sum is charged on but half a chain,
which would be at the rate of Rupees 7-8-¹¹/₁₆
per chain, or Rupees 2-13-3 in excess of the
Ayat Assessment Rupees 4-10-9.

10. The attention of the Board has
been attracted to the anomaly existing in
the *Tinnelly* District in regard to the *ter-*
wah in force in what are styled *parambat*
lands, and they purpose calling for inform-
ation to enable them to judge of the advi-
sability of continuing a system which can-
not but operate injuriously both to the
Ryot and to the Government. In this des-
cription of land proprietary right is not
admitted, and as the *Ryot* is precluded
from selling it, and is therefore unable
to turn to account any improvements he
may be able to effect, he clearly labors
under disadvantages which must tend

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in a great measure to cramp his operations
and to discourage all attempts at advance-
ment.

(True Extract)

100/
L. Davies.
Jy Sub Secretary.

To,
A. Forbes Esq.
Jy Secretary to Government
Revenue Department.

June 28th 1857

Dear Sir, I have the honor to acknowledge the receipt of your letter of the 18th inst.

8635

Extract from the Proceedings of the Board of Directors

June 28th 1857

Resolved - That the sum of \$2545.

be paid to the

of \$2545.

Admitted to the membership of the Board of Directors, a letter from the President of the Board of Directors, dated the 18th inst., in which he stated that the sum of \$2545. had been received from the Board of Directors, and that the same had been deposited in the name of the Board of Directors.

No 29.

31 July 1857

[illegible]

Cook & Bush in the North had
 the land in favorable terms
 from Govt, and which offered
 to let the people have it at
 a price not more than the
 price of the land in the
 hands of the people. — This was
 no longer the case of
 the land in the hands of the
 people. — It was now

order as requested.

rather the waste shall
be renewed -

if it be not removed, to
some the land shall be
rented, Cook Church, or
the Rev. R. B. B. B.
57.

I quite concur in the view that
as a case of this kind should receive
liberal treatment. But I cannot
discover that the Report in this in-
stance has shown any grounds for

in 1801. I do not find in any of the papers that agreement was passed on Malacca included in the form when it was given to my agent in 1801 nor consequently what amount of improvement has actually been effected. But it is plain that ^{the object in granting the lease was to cultivate improved rice products &} whereas the British showed a reluctance of the assistance to that purpose they have utterly failed in obtaining a single improvement & that instead of paying the agreement the full amount of Rs 9000 Rs. the amount has fallen off to Rs 7000 odd & less than the stipulated rate of Rs 3500 per annum. I find a letter of the 11th Feb 1801

I am under the impression that the report is not
the most satisfactory. It is found that a further report would
show what allowance to make in such a case when
the mother is disposed to be between a mother
individual like the mother of the first child.
We have admitted that the report have been

of job takes no pains to ascertain the particulars. He thinks
that they have no reason to complain of the substitution of
a "cheaper" for a regular rate. But what the
rate demands is what all undertakings are entitled
to. The Regulations is a Petition for their holding a
rate for their payments under it. With regard to
the complaint that the Renter has changed the rate
of payment. The fact is overlooked the whole gist
of the complaint, that the amt is lowered
on an extent of land which is only half what
it was before.

In granting such leases Govt.
can only make over to the Renter that wh. it
can obtain for itself viz the surplus on lands
waste or unimproved. It cannot touch the
holding of any rate who pays the usual demand
as long as the Renter is to discharge it. Hence
therefore can the Renter.

But suppose instead of paying
out capital & maintaining or improving the property
I have neglected his farm, I have allowed the ground
to fall off & I have neglected to act off of position
to repair the effects of my management.
The R^r talk of the capital laid out in improvement
the case is willing on the subject. They must therefore
have a statement each to see the case. If they have a better
than the present condition of the farm, they have failed to make
out the shadow of a case.

Rev Depart
No. 825
11M

Extract from the Minutes of Consultation
Under date the 1st August 1857.

Read the following
Extract from the Proceedings
of the Board of Revenue.

(Here enter 28 July 1857)

On the 7th April
last, the Board of Revenue brought
forward an application from
one Coop Chund, for the renewal
of the lease of an extent of land
in Tinnevely, originally let to
a Mr. C. W. Young at 2000 Rs per
annum, on the condition of his
raising foreign cotton and other
products for the European market.
The Board explained that on Mr.
Young's death in 1809, the lease
passed to his partner, Mr. Hughes,
who, on his death in 1835, bequeath-
ed his interest to his reputed son
Ramsing, who, however,
obtained a renewal of the lease at
the increased rent of 3500 Rs per
annum. The present applicant

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the son of the land holder
has apparently already held the
lands, his renewed lease having
expired at the end of the last
year; so that his present appli-
cation is for a further renewal
of the lease. The extent of land
in question is said to be liable
to an annual apportionment of 9200
Rs, and was only given on the
favorable terms ~~in~~ on the
expectation of introducing
new & valuable articles of produce,
being introduced, ~~the~~ kind had been
but nothing of the kind had been
done. Coop Chund now asks for
a renewal for a further period,
without however, as far as the
Govt can see, offering any advan-
tage in return for so valuable
a concession; for not only have the
family introduced no new articles
of produce, but apparently they
have not even reclaimed the whole
of the lands. The apportionment
in 1815 was 5,000 Rs but 79,200 Rs.
The

* vide para 3, BOP no. 7 April 1874
no 1072

The Cols proposed to
renew the lease to Coop Chund
for 21 years at an increased rent
of 5000 Rs; but the Board, dis-
satisfied to so extended a ^{term} ~~period~~
recommended a renewal for
seven years at the enhanced
rent suggested by Mr. Silver; &
that the Board did, out of con-
sideration to the family, and
to secure repayment of their
capital on the land. In fact
an extremely favorable tenure,
given for no special merit, but
simply for the introduction of
improvements, ~~and~~ ^{never} ~~affected~~, was
to be continued for a further
term to the third generation,
after the family had been in
the enjoyment of a clear profit
of probably not less than 3000 Rs
a year for the last half century.
Before deciding on
the application however, the
Govt called for a full report on
the petition, which had been

received from one Krishna Taven
there, praying that the renewal
of the grant might not be given
to Coop Chund. The Board
now submit a report from Mr
Silver, which the Govt considers
very unsatisfactory, as it is founded
merely on a statement obtained
from the Tahildar of Leucander,
and not on his own personal inves-
tigations, a step which the present
case fully called for. The petitioners
prayed that the lands might be
incorporated with the first lands,
on three grounds of complaint; viz,
first, because Coop Chund had
ousted them from certain lands
held by them after they had expended
a capital on them, & had
but others in possession; secondly,
that he granted them informal
receipts; and thirdly, that not
only did he levy a ^{proportionate} ~~different~~ rates
of a peshment, but that the extent
of land on which he levied ^{these} rates
was really only half what it purposed
to be. These complaints seem
on enquiry to be just; for Mr. Silver
admits that the petitioning ryots

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was never disposed of; and
~~the Board~~ ^{the Board} think that the men have
no reason to complain of the in-
stitution of a new form of
receipt, it is to be observed
that what the ryots demand,
and what all understand to be
subtilled to by the Regulations,
is a putnah for their holding, and
a receipt for their payments under
it. And with regard to the com-
plaint that the ruler has changed
the rates of a peshment, the Govt,
in remarking that the ryots
still did not pay the peshment
entered in the agram, overlooks
the whole gist of the ryots' com-
plaint, ^{wholly} that the amount was
levied on an extent of land which
was only half what it purposed
to be.

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In granting such a
putnah can only make over to the
ryots that which they can do
themselves, viz the peshment
lands made or unmade
and touch the half

of any report who pays the usual demand, as long as he continues to discharge it; neither therefore can the renter. But Coop Chund instead of paying out capital and reclaiming or improving, appears to have neglected his farm, to have allowed the demand to fall off, and to have resorted to acts of oppression to repair the effects of mismanagement. Again, the Board speak of the capital laid out in improvements, but the correspondence discloses nothing on the subject. They must therefore have assumed such to be the case, and if there are no other reasons than this, for recommending a continuation of the lease, in the face of the present condition of the farm, they have failed to make out a case in behalf of Coop Chund.

Under these circumstances, the Right Honble the Gov: and Council resolves to inform the

perhaps the papers the informant has had but disclosed in the papers now before Govt
perhaps the papers often referred to in the papers the informant has had but disclosed in the papers now before Govt
papers X

Board of Revenue that ^{the} Govt are very willing to take a favorable view of their recommendations, if any grounds for them can be shown; but that in the papers hitherto submitted, they can find none whatever. The lands in question were given on very favorable terms to the present holders family about fifty years ago, on condition, ^{in return for} that the cultivation of foreign cotton & other products for European export should be attended to. This condition has never been fulfilled; the estate has not been ^{materially} improved; nor have the crops been produced. The claim of long possession, which is urged by the Board, would only become stronger by a renewal of the lease; and if no grounds can be shown for a renewal, ^{the Board} are ^{not} ^{disposed} to take a liberal view of Coop Chund's claim, are constrained to ^{advise} ^{the} ^{Board} ^{to} ^{refuse} ^{the} ^{renewal} ^{of} ^{the} ^{lease}.

More abundantly stated

