Revenue Department.

Minutes of Consultations

9th April 1858

Back No. 1

Order No. 4302/31st March 1858

பாதுகாப்பு பிரிவு-1

செப்பமிடுபவர் பெயர்:

செப்பமிடுவதற்காக எடுத்துக்-
கொள்ளப்பட்ட நாள்

6/08

24/12/08

சரிபார்க்கும்
முதல் முதிர்வு
கையொப்பம்

சரிபார்க்கும்
2ம் முதிர்வு
கையொப்பம்

ஒராய்ச்சி
உதவியாளர்
கையொப்பம்

Fort Saint George, Revenue Consultation of 9th April 1858.

No. 11. Read the following letter from G. S. FORBES, Esq., Secretary to the Board of Revenue; to H. FORBES, Esq., Acting Secretary to Government, Revenue Department, dated Fort Saint George 6th March 1858, No. 816.

SIR,

I am directed by the Board of Revenue to submit for the consideration of the Right Honorable the Governor in Council copy of the proceedings recorded by them on receipt of Extract Minutes Consultation dated 17th August 1857, No. 825 R. D, calling on the Collector of Tinnevelly to inform them on certain points, together with his reply to that requisition dated 29th January 1858.

Pro. to Tinnevelly 2d October 1857.
In Con. 2d October 1857.
In Con. 6th March 1858.

2. As the Government will observe from the Proceedings now forwarded to them the Board felt unable to adopt the view taken by the Government of Coopchund's position in reference to the tenants who cultivate under him a portion of the land granted to his grandfather Mr. Hughes on Cowle. It occurred to the Board that the grant probably consisted in the main of waste lands and that the under-tenants with whom Messrs. Hughes and Young and subsequently their successors engaged for the reclamation and cultivation of the land did not occupy the position of ryots under a Zemindar, but were in effect the under-tenants of a Merassidar and not entitled to hold puttahs from him either by law or custom.

3. Hence the reference made by the Board to Mr. Silver to which he replies in the letter now submitted to Government, to the effect that the greater part of the land was actually waste at the time when it was granted to Messrs. Young and Hughes and that they bought up the ryots claims on the cultivated portion of it.

4. It further appears from Mr. Silver's present report that the extent of the grant was reduced on the renewal of the lease and a portion of the land re-entered as Iyen, for the cultivated portion of these lands a puttah is held by Coopchund.

5. Mr. Silver recommends that puttahs should be granted to the descendants of those ryots who first cleared the portion of the land now under cultivation and included in the renewed lease of 1837 which is described to have been cultivated at the time of the original grant. The remaining portion Mr. Silver would include in a puttah to be granted to Coopchund.

6. The waste land comprising 945 and odd chains which makes up the rest of the renewed grant Mr. Silver proposes to grant to any ryots disposed to cultivate it.

7. The Board cannot acquiesce in the fairness of the proposed arrangement, they consider that Coopchund is in justice entitled to hold on puttah if he is so disposed the whole of the land included in the renewed grant, his predecessors having as already stated bought out the ryots who originally occupied the cultivated portion of the grant and they would suggest, that he should be offered the option of holding these lands before they are offered to others.

No. 12. ORDER THEREON, No. 430; dated 31st March 1858.

The history of the lease of the land in Tinnevelly, for the renewal of which Coopchund has applied is this; In 1805 a certain extent of land was leased to a Mr. Young for 2,000 Rupees per annum, on the condition that he should introduce the cultivation of foreign cotton and other products for the European market, with permission, however, to grow as much ordinary grain as the lessee's establishment might require. Mr. Young died in 1809, and the lease passed to his partner, Mr. Hughes, in whose favor it was renewed in 1814. Mr. Hughes died in 1835 and bequeathed his interest in the land to his reputed son Ramsing, in whose name the lease was further renewed in 1835 for a second period of 21 years, but at the enhanced rate of 3,500 Rupees per annum. Ramsing died in 1846; but his son Coopchund retained the unexpired portion of the lease, and on its expiry, applied for its renewal, being willing to take up the land at even an increased rent of 5,000 Rupees per annum.

2. It was remarked that the original conditions of the lease had not been fulfilled; and petitions were received from certain ryots, complaining of the manner in which they were treated by

Coopchund, and praying that the land included in the lease might be incorporated with the Government lands. The Government felt unable therefore to comply with the recommendation of the Board, to renew the lease to Coopchund for a further period of seven years at a rent of 5,000 Rupees per annum, no ground having been shewn for the indulgence but that the family had already held the land on very favorable terms for a long time.

3. The report of the Collector sent up with the Board's present proceedings, places the matter in a new light. Although the Government are still averse to any renewal of a lease to Coopchund, inasmuch as the conditions on which the favorable tenure was first granted were never fulfilled, their former views are modified on learning, from para. 3 of the Board's proceedings, that the ryots who hold under Coopchund have no claim on the land, as the greater part was waste when originally leased, and the proprietary right of the small extent that was under cultivation, was purchased by the lessee. They therefore approve the recommendation now made by the Board, to offer to Coopchund the option of holding the whole extent of land included in his late lease, at the ordinary assessment, before a similar offer is made to any other persons.

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

No. 816.

From G. S. FORBES, Esq., *Secretary to the Board of Revenue,*

To H. FORBES, Esq., *Acting Secretary to Government, Revenue Department.*

Sir

I am directed by the Board of Revenue to submit for the consideration of the Right Honorable the Governor in Council copy of the proceedings recorded by them on receipt of Extract Minutes Consultation dated 17th August 1857, No. 825 R. D. calling on the Collector of Tinnevelly to inform them on certain points, together with his reply to that requisition dated 29th January 1858.

Pro. to Tinnevelly 2dOct. 1857.
In Con. 2d Oct. 1857.
In Con. 6th March 1858.

2. As the Government will observe from the Proceedings now forwarded to them the Board felt unable to adopt the view taken by the Government of Coopchund's position in reference to the tenants who cultivate under him a portion of the land granted to his grandfather Mr. Hughes on Coyle. It occurred to the Board that the grant probably consisited in the main of waste lands and that the under tenants with whom Messrs. Hughes and Young and subsequently their successors engaged for the reclamation and cultivation of the land did not occupy the position of ryots under a Zemindar, but were in effect the under tenants of a Merassidar and not entitled to hold puttahs from him either by law or custom.

3. Hence the reference made by the Board to Mr. Silver to which he replies in the letter now submitted to Government, to the effect that the greater part of the land was actually waste at the time when it was granted to Messrs. Young and Hughes and that they brought up the ryots claims on the cultivated portion of it.

4. It further appears from Mr. Silver's present report that the extent of the grant was reduced on the renewal of the lease and a portion of the land re-entered as Iyen, for the cultivated portion of these lands a puttah is held by Coopchund.

5. Mr. Silver recommends that puttahs should be granted to the descendants of those ryots who first cleared the portion of the land now under cultivation and included in the renewed lease of 1837 which is described to have been cultivated at the time of the original grant. The remaining portion Mr. Silver would include in a puttah to be granted to Coopchund.

6. The waste land comprising 945 and odd chains which makes up the rest of the renewed grant Mr. Silver proposes to grant to any ryots disposed to cultivate it.

7. The Board cannot acquiesce in the fairness of the proposed arrangement, they consider that Coopchund is in justice entitled to hold on puttah if he is so disposed the whole of the land included in the renewed grant, his predecessors having as already stated bought out the ryots who originally occupied the cultivated portion of the grant and they would suggest, that he should be offered the option of holding these lands before they are offered to others.

I have the honor to be,
Sir,
Your most obedient servant,

REVENUE BOARD OFFICE,
Fort Saint George,
6th March 1858.

Secretary.

(4) (3)

Revenue Department

No.

Extract from the Proceedings of the Board of Revenue dated 2nd October 1857

Read Extract Minutes of Consultation dated 17th August 1857 No. [illegible]

(Hon. dated No. 825)

In forwarding copy of the above Extract Minutes Consultation and of their Proceedings under date 28th July, the Board would observe that in order to decide the question whether or not Coopchund has a preferential claim to hold these lands on ordinary Puttah at the usual rate of Assessment it is necessary to know distinctly whether the land was waste when originally made over to Mr Gomez

2. As Government are apparently under the impression that it was cultivated, and not waste land the Board request that this information may be given, and if the land was waste the Collector will also state his opinion as to the party entitled to the Puttah with the reasons on which it is founded.—

The

3 The Board further request that the subject of the "Paramhut" trunne referred to in para 10 of their Proceedings above quoted may be reported upon separately.-

(A true Extract)
/ Signed / L. Forbes
Actg Secretary.

(A true Copy)

L O Pasco
Secretary.-

Compd. by
A.G. Boyle

9

No
Enclosure
1 in a Letter from the
Secretary to the Board of
Revenue to the Acting
Secretary to Government
Revenue Department dated
6th March 1858

No 810
A 330/58
Copy

Board's Proceedings to
Limmolly dated 2nd October
1857 Coop Chundu Land

C. D

6

A 430

Extract from the Minutes of Consultation
Under date the 31st March 1858.

Read the following
letter from the Secretary to the
Board of Revenue.

(Here enter 6th March 1858 No 816.)

The history of the
lease of the land in Limmolly,
for the renewal of which
Coop Chund has applied
is this. In 1805 a certain extent
of land was leased to a re
Mr Young, for 2,000 Rupees
per annum, on the condition
that he should introduce the
cultivation of foreign cotton
and other products for the
European Market, with a
permission, however, to grow
as

as much ordinary ground as the lessee's establishment might require. Mr Young died in 1809, and the lease passed to his partner, Mr Hughes, in whose favor it was renewed in 1814. Mr Hughes died in 1835, and bequeathed his interest in the land to his reputed son Manning, in whose name the lease was further renewed in 1835 for a second period of 21 years, but at the enhanced rate of 3500 Rupees per annum. Manning died in 1846, but his son Loop Chund returned the unexpired portion of the lease, and on its expiry applied for its renewal, being willing to take up the land at even our increased rent of 5000 Rupees per annum.

It

It was remarked that the original Conditions of the lease had not been fulfilled, and petitions were received from certain ryots, complaining of the manner in which they were treated by Loop Chund, and praying that the land included in the lease might be incorporated with the Government lands. The Government felt unable therefore to comply with the recommendation of the Board, to renew the lease to Loop Chund for a further period of seven years at a rent of 5000 Rupees per annum, no ground having been shown for the indulgence but that the family had always held the land on very favourable terms for a long time.

The

The report of the Collector sent up with the Board's present proceedings places the matter in a new light. Altho' the Government are still averse to any renewal of a lease to Coopchund, inasmuch as the conditions on which the favorable terms were first granted were never fulfilled, their former views are modified on learning from para 3 of the Board's proceedings, that the ryots who hold under Coopchund have no claim on the land, as the greater part was waste when originally leased, and the proprietary right of the small extent that was under cultivation was purchased by the lessee.

They

They therefore approve the recommendation now made by the Board, to offer to Coopchund the option of holding the whole extent of land included in his late lease, at the ordinary assessment, before a similar offer is made to any other persons.

Copies to Bd of Rev
with 2 Encls
Disp. 10.

Revenue 1858 Depart.
Dr to Cons 9th April

No 430.

Extract Minutes of Cons:
Dy 31st April 1858.
Inarch

Approving of the recommendation of the Bd of Rev that Cooper Isaac of Limerick should be offered the option of holding the whole extent of land included in his late lease & granted to his grandfather at the ordinary agreement, before a similar offer is made to any other person

No 11012.

b

Lib Allowed 1825