

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No.	1245	Press ~~Mis.~~
Dated 16th September 1859.		

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
from 10th to 16th September 1859.*

No. 55. Read the following letter from J. D. SIM, Esq., Secretary to the Board of Revenue; to J. D. BOURDILLON, Esq., Secretary to Government, Revenue Department, dated 21st June 1859, No. 2360.

E. M. C., 28th February 1859, *R. D.*, No. 254. In continuation of the Board's
In Con. 1st March 1859, No. 863. Proceedings, dated 14th February last,
From Collector, 22nd *in Con.* 24th March 1859, No. 1230. No. 552, I am directed to state that
the Collector of North Arcot reports that Ratnavelu Chetty has signified his readiness to expend
a further sum of Rupees 400, in completing the repair of
Board's Proceedings, para. 6. the Mangadchairy tank, for which he holds a Duswundum
cowle.

2. As regards the commutation of the cowle, Ruthnavaloo's agent first claimed the unconditional grant of rent free land of the (assessed) value of 90 or 100
Board's Proceedings, para. 7. Rupees, but ultimately agreed to accede to whatever terms Government might decide.

3. The net Revenue of the land under the tank during the last seven Fuslies and the Duswundum share thereof, is given below;—

Fusly.	Net Revenue.	Duswundum Share.
	Rs.	Rs.
1261	449	112
1262	473	118
1263	154	39
1264	157	39
1265	192	48
1266	141	35
1267	275	69
	263	66

4. The Duswundum share on an average of 10 years would amount to Rupees 68-3-10, and this, Mr. Whittingham considers, would be a fair commutation, though he also thinks the original demand not unreasonable.

5. On further enquiry, however, the Board find that in neither of these proposals has any allowance been made for outlay in repairs.
From Collector, 18th *in Con.* 20th April 1859, No. 1786. For these the Duswundar is liable without doubt, but it is impossible to say exactly what would be a proper deduction on this account.
In commutation there is the difficulty arising from the prior right to water when it is scarce.

6. The Board are very strongly in favor of a commutation. To continue the present unsatisfactory and ill-defined arrangement, will only lead to constant dispute and injury to the Ryots and the Government. The Duswundar is said to have expended Rupees 780 in 1856, and he is now required to lay out Rupees 400 more, or in all, rather more than 17 years' average income. This heavy outlay, may, no doubt, be owing, in some degree, to previous neglect on his part; but spreading it over the last ten years and making allowance for prior neglect, it still bears a heavy proportion to the income, so that unless the Revenue of the village rises largely, the Duswundamdar cannot, from his cowle, have the means of keeping up the tank in proper order. The further improvement of the tank is beyond the requirements of the cowle, and must be effected at Government expense.

7. As it is desirable that the tank should be improved and enlarged and as the Duswundar is willing to commute, the Board will strongly recommend the commutation of the cowle into a grant of land rated at 68 Rupees per annum, free of all service and assessment.

8. A copy and translation of the cowle, granted by Mr. Grange, are herewith submitted.

9. The delay in disposing of the case has arisen partly from the difficulty of arranging with the Engineer Department the amount of outlay fairly to be demanded of the Inamdar and the value of work done by him, and partly to the absence of the Inamdar from the District and the intermediate partial repair of the tank by him.

No. 56. ORDER THEREON, 15th September 1859, No. 1245.

1. These papers relate to a Duswundum inam in the North Arcot District held by Ratnavelu Chetty.

*Proceedings of the Madras Government, Revenue Department,
from 10th to 16th September 1859.*

2. In para. 2 of their Proceedings of the 14th February 1859, No. 552, the Board of Revenue stated that the kaul for the inam in question, issued by the Collector in 1812 was held by Linganna Chetty the grand father of Ratnavelu Chetty; but on reference to the kaul itself, it is found to be in the name of Roodrappa Moodely, who is there styled Ezaradar of Mangachéri. It appears however from para. 5 of the Petition dated 22nd November 1854 addressed by Ratnavelu Chetty to the late Court of Directors, that Roodrappa Moodely was Linganna Chetty's Agent.

3. The kaul was given for the construction of a tank in the Mangachéri village, and entitled the Kauldar to receive in perpetuity one-fourth of the revenue of the land cultivated with the water of it, on condition that he kept the tank in good repair. One other condition of the kaul was that it was to be valid only if confirmed by the Board of Revenue; but, although this confirmation was never given, not having apparently been applied for, the kaul has remained in operation ever since.

4. The present kauldar Ratnavelu Chetty has however neglected the tank for many years; and though under threat of resumption, he has lately laid out some money upon it, the tank is stated to be still in bad repair.

5. In 1821-22 Linganna Chetty obtained a lease of the village for thirty years. It expired in 1850-51 and not having been renewed, it was thought desirable to commute the Duswuntum inam, an enquiry was made as to the terms by which the arrangement might be fairly effected.

6. After some correspondence, the Board have now reported in their letter of 21st June recorded at the commencement of these Proceedings, that Ratnavelu Chetty has signified his readiness either to spend 400 Rupees in completing the repair of the tank or to accede to any terms that may be decided by the Government for the commutation of his claim. They state on the authority of a Statement obtained from the Collector and agreed to by the inamdar that his receipts for the last ten years have averaged Rupees 68 a year; and they recommend the grant to him of an unconditional inam of that yearly value. In this proposal however the Board make no allowance for the repair of the tank, from the difficulty to determine the amount of deduction to be made on that account. They however notice the fact that the kauldars outlay of Rupees 780 in 1856 together with the further sum of Rupees 400 which he is now willing to spend, exceeds the average income derived by him during seventeen years.

7. The Government accept the Statement of the Board as to the yearly value of the Inamdar's interest in the tank; but they cannot consent to recognize his claims to that amount of compensation and thus to ignore his obligation to keep the tank in repair. It seems probable however that the bad state of the tank has been exaggerated against him, though he certainly seems to have greatly neglected his obligation in that respect in times past. The Government wish to act towards him in a liberal spirit; and they will admit his claim to a clear annual profit of fifty Rupees. They are of opinion however that instead of giving him an inam of that value the preferable course will be to make a payment of one thousand rupees once for all, in commutation of the Kauldars' rights, being twenty years purchase of the assumed yearly profit derived by him from the tank. The Board will issue the necessary detailed orders for carrying this arrangement into effect.

(Signed) J. D. BOURDILLON,
Secretary to Government.

IN CON. 24TH MARCH 1859, No. 1230.
From C. WHITTINGHAM, Esq., Collector of NORTH ARCOT,
dated Chittoor, 22nd March 1859, No. 76.

1. I have the honor with reference to Extract Minutes of Consultation under date the 28th February 1859 No. 254 communicated to me with the order of the Board No. 948 dated 18th March 1859 to state that the Tahsildar of Cauveripauk has reported to me in an Urzee dated 19th Instant that he has communicated with the Vakeel of Rathnavaloo Chetty the Mangacherry Dasabundundar and that the result is the following.

2. The Dasabundundar agrees to repair the work with its supplying Channels at a further outlay of 400 Rupees.

3. The proposal however contained in para 7 Extract Proceedings Board of Revenue dated 14th February 1859 No. 552 having been made to the Dasabundundar by the Tahsildar by letter, the Dasabundundar assented to it, and sent his Vakeel to arrange the terms. The Vakeel at first proposed that rent free land of the value of 100 or 90 Rupees should be given in commutation of the Dasabundundar's share enjoyed by Rathnavaloo Chetty, but ultimately he assented to whatever terms Government might decide to grant.

The Tahsildar's proposal is that the value of the land should be equal to the 10 years average of the Dasabundundar's share viz. Rupees 68-3-10.

The Tahsildar's proposal seems fair, but at the same time the amount of the Dasabundundar's demand does not seem unreasonable.

4. I beg to submit Copies of Mr. Green's Cowle and of the Statement of the Vakeel without translations in order to avoid delay.

5. Petitions Nos. 2927 and 3725, of 1858 received with Board's Proceedings dated 14th February 1859 are also herewith returned.

ENCLOSURES 1 and 2 Tamil Documents.
„ 3 and 4 Petitions Nos. 2927 and 3725 of 1858.

No. 2300.

From J. D. SIM, Esq., Secretary to the Board of Revenue.
To J. D. BOURDILLON, Esq., Secretary to Government, R. D.
Sir,

E. M. C. 28th February 1859, R. D., No. 254. In continuation of the Board's Proceedings, dated
in Con. 1st March 1859, No. 563. 14th February last, No. 552, I am directed to state that
From Collector 22nd in Con. 21th March 1859, No. 1230. the Collector of North Arcot reports that Rathnavaloo

Chetty has signified his readiness to expend a further sum of Rupees 400, in completing the repair of
Board's Proceedings para 6. the Mangadehairy tank, for which he holds a Duswundum cowle.

Board's Proceedings para 7. 2. As regards the commutation of the cowle, Rathnavaloo's agent first
claimed the unconditional grant of rent-free land of the (assessed) value of 90 or 100 Rupees, but
ultimately agreed to accede to whatever terms Government might decide.

3. The net Revenue of the land under the tank during the last seven Fuslies and the Dus-
wundum share thereof, is given below;—

Fusly.	Net Revenue.	Duswundum Share.
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4. The Duswundum share on an average of 10 years would amount to Rupees 68-3-10, and this,
Mr. Whittingham considers, would be a fair commutation, though he also thinks the original demand
not unreasonable.

From Collr. 18th in Con. 20th April 1859, No. 1786. 5. On further enquiry, however, the Board find that
in neither of these proposals has any allowance been made
for outlay in repairs. For these the Duswundar is liable without doubt, but it is impossible to say ex-
actly what would be a proper deduction on this account. In commutation there is the difficulty
arising from the prior right to water when it is scarce.

6. The Board are very strongly in favor of a commutation. To continue the present unsatisfac-
tory and ill-defined arrangement, will only lead to constant dispute and injury to the Ryots and the
Government. The Duswundar is said to have expended Rupees 780 in 1856, and he is now required
to lay out Rupees 400 more, or in all, rather more than 17 years' average income. This heavy out-
lay, may, no doubt, be owing, in some degree, to previous neglect on his part; but spreading it over
the last ten years and making allowance for prior neglect, it still bears a heavy proportion to the in-
come, so that unless the Revenue of the village rises largely, the Duswundumdar cannot, from his
cowle, have the means of keeping up the tank in proper order. The further improvement of the
tank is beyond the requirements of the cowle, and must be effected at Government expense.

7. As it is desirable that the tank should be improved and enlarged and as the Duswundar
is willing to commute, the Board would strongly recommend the commutation of the cowle into a
grant of land rated at 68 Rupees per annum, free of all service and assessment.

8. A copy and translation of the cowle, granted by Mr. Grime, are herewith submitted.

9. The delay in disposing of the case has arisen partly from the difficulty of arranging with
the Engineer Department the amount of outlay fairly to be demanded of the Inamdar and the value
of work done by him, and partly to the absence of the Inamdar from the District and the intermediate
partial repair of the tank by him.

REVENUE BOARD OFFICE,
Fort St. George,
21st June 1859.

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

J. D. Sim
Secretary.

Copy to Collector of North Arcot.

*Copy to Mr. D. & C.
27.3.1859. No. 74-*

*Printed Copy of
1859. No. 2300. Definitive*

*From the Collector of
North Arcot*

*to the Secretary to the
Board of Revenue*

Fort St. George

*Collected by Mr. D. & C.
27.3.1859*

in Con. 21th March 1859

On 24th April 1859

in 1859. Annual doct.

in 1859. Annual doct.

Proceedings dated 18th March

1859. In reply to report on

*the subject of commutation
of the Duswundum share
of the Mangadehairy tank*

Memorandum on Rev. 1171.

These papers relate to a certain Dismal Swamp in North Carolina, about which there has been a good deal of correspondence.

2. Roodnaptha wordly obtained a Com. from the State in 1812, for the construction of a tank in Wingham's village, stipulating a certain revenue for every one fourth of the revenue of the land contained with the water. He to keep the tank in good repair of it. The Com. was to be void if confirmed by the U.S. if never was confirmed, but has nevertheless remained in

Com. 1st June 1859. to 1859
to be in a Com. to B
of 35 March 1859. to 1859

Revenue 1859. to 1859
to be in a Com. to B
of 35 March 1859. to 1859

To the Secretary to
the Board of Revenue
Government
Canton 25th April

2nd April 1859
2nd April 23rd June 1859
2nd April 21st April 1859
2nd April 21st April 1859

2nd April 23rd June 1859
2nd April 21st April 1859
2nd April 21st April 1859

the Board's permission, a
letter from the Collector
of North West District
regarding the sum of Rs. 1000
which he had paid to the
Collector of North West District
and recommending the
Commissioner of the North
West District to grant of land to
at 68 Rs per annum for
of all services and expenses.

21st May 1859

operation. Mr. Kaulder has however neglected the tank for many years; & though, under pressure, he has lately laid out money on it, it is stated to be still in very bad repair.

3. In 1826 Mr. Kaulder obtained also a lease of the village for 30 years, & this having expired & not been renewed, it was thought desirable to get rid of the Susewan town tract also, & carrying out work as to the fair times of doing so.

4. After much consideration it was now reported by the U.S. that Mr. Kaulder is willing to consent to any time fixed by Govt, and also that his neighbors for the

last ten years have averaged 68 mts. a year. The U.S. recommends the grant of an immediate lease of that yearly value.

5. The U.S. leave out of view however Mr. Kaulder's obligation to repair the tank, & the fact that tho' the tank is still in need of repair, his actual expenditure on it in the ten years, viz in 1858, exceeded the whole ten years income being 870 mts.

6. Mr. Kaulder however has neglected the state of the tank may perhaps be exaggerated compared with the fact that he certainly appears to have greatly neglected his obligation to repair. I apprehend that Govt. would not

Communication of the Govt into a grant of land right at 68 mts per annum free of all taxes and other imposts.

Aug 12/59

1859

with the land in hand: & I
would suggest that 5000 Rs.
a year in land revenue,
or better still a sum
of 10000 Rs. in commutation,
would be a fair liberal
compensation.

18 Aug 18,

I think we may adopt
Mr Bourdillon's suggestion

W. M. L. G.

entirely new
land to be made
by systematically
surveying the village
land & registering it
in the revenue office
for the purpose of
making a full & correct
record of the land & its
holders.

22 August
1859
I have signed the process
in the name of the
Magistrate & signed
the same in the name
of the District Officer.

R. D.

No 1245

Proceedings of the Madras Government Under date of the 18th September 1859.

Read again Extract
from the Progs of the B.
of Revenue dated 14th Feb.
and recorded in S. G. C. C.
1st March 1859. 10254.

Read also the follow
letter from the Secy
to the Board of Revenue.

Submitting with the B.
a copy of a letter from
the Col. of the Madras
regarding the Madras
Chetty lands for which
Ruthnavalar Chetty holds
a lease in the name of
a person named C. C. C. and
recommending the com
mutation of the same in
grant of land rated at 6000
Rs. annum free of all ser
vices and a payment

These papers re
late to a D. C. C. C.
in the North District
held by C. C. C.
Chetty.

In para 2 of the
Proceedings of the 15 Feb
1859 No 552, the B. of
Rev. stated that the B.
for the same

of the collector in 1812
was held by Linganna Petti
the grandfather of Pannavolu
Chetty; but in reference
to the Kaul itself, it is
~~not that the Kaul~~
found to be
in the name of Poddappa
Moddeli, who is here styled
Guardian of Mungacheri.
It ~~must~~ appears however
from para 5 of the Cession
dated 22nd November 1854
addressed by Pannavolu
Chetty to the late Govt.
of Directors, that Poddap-
pa Moddeli was ~~the~~ ~~agent~~
agent of Linganna Petti's Agent.

3. The Kaul was given
over for the construction
of a tank in the Mungacheri
village, and entitled
the Kauldar to receive in
perpetuity one fourth of
the revenue of the land
cultivated with the water
of

of it, on condition that he
kept the tank in good repair.
One other condition of the
Kaul was that it was to
be valid only if confirmed
by the Bd. of Revs, ^{but} ~~and~~
although this confirmation
^{nothing apparently being applied for,}
was never given, the Kaul
has remained in operation
ever since.

4. The present Kauldar
Pannavolu Chetty has
however neglected the
tank for many years,
and though under threat
of resumption, he has
lately laid out some money
upon it, the tank is stated
to be still in bad repair.

5. In 1821/22 Linganna
Chetty obtained a lease
of the village for thirty years.
It expired in 1850/51 and
not having been renewed,
it was thought desirable
to commute the ^{Disengagement} ~~lease~~, and
enquiry was made as to
the

The terms by which the
arrangement ^{might be} ~~be~~ ^{is} fully
~~be~~ effected.

6. After some cor-
-respondence, the Board ^{have now} re-
-ported their letter of 9th
June last recorded as the
commencement of these
Proceedings, that Nathaniel
Chetty has signified his
readiness either to spend
400 Rs. in completing the
repair of the tank or to
accede to any terms that
may be decided by the govt.
for the commutation of his
claim. They state that
his receipts for the last
ten years have averaged
Rs 68 a year; and ^{they} recom-
mended the grant to him
of an unconditional sum
of that yearly value. In his
proposal ^{however} the Bd. make no
allowance for the repair of
the tank from the difficulty
to

on the authority of ^{a statement} ~~information~~
obtained from the Col-
lector and agreed to by
the undersigned

to determine the amount of deduction to be made on that account. They have not noticed the fact that the Kaulbars' outlay of Rupees 780 in 1856 together with the further sum of Rs 400 which he is now willing to spend, exceeds the average income derived by him during seventeen years. The Govt accept the statement of the Board as to the yearly value of the income and interest on the debt; but they do not consider that they can recognize his claim to that amount of compensation and thus to ignore his

13 Dec 1859. N. 74

Revenue 1859 Depts.
Pr. of Govt. 16th Sept.

No 1245.

Pr. of the Madras Govt.
D^d 15th Sept 1859.

Pr. of the B. of R. of 13th July
1860. C. 13 1/2 in Court.

On the D. of the
S. of the Govt. of India
in the Court of the
S. of the Govt. of India

No 55 & 56.