

Revenue Department

No 254

Dated 28 - 2 - 1859

Fort Saint George, Revenue Consultation of 1st March 1859.

No. 18. Read the following Extract from the Proceedings of the Board of Revenue, dated 14th February 1859, No. 552.

Read letter from the Collector of North Arcot, dated 7th December 1858, No. 253.

(In Con. 28th December 1858, No. 5541.)

The above report refers to the Duswundum Cowle held by Ruthnavaloo Chetty which has been the subject of lengthened correspondence.

2. Ruthnavaloo's grandfather Linganna Chetty rented the village of Mangadchairy for a term of 30 years which expired in Fusly 1260, A. D. 1850-51. He also held a Duswundum Cowle granted by the Collector in 1812, entitling him to one-fourth of the Revenue from the irrigated lands under the village Tank or at his option as the Collector states an equivalent in land, in return for his outlay on the Tank.

3. The Cowle and the Lease were evidently distinct transactions, the expired lease having been granted in 1821-22 in renewal of a previous one and the Cowle bearing date 1812.

4. The Cowle is very loosely worded but one of its conditions is confirmation by the Board of Revenue. This condition has never been fulfilled and strictly speaking perhaps the Cowle is voidable on this ground. The Board however do not think such a course would be fair or right. The Cowle was issued in 1812 and during the 46 years of its currency must have been frequently before the local Officers whose duty it was to see to its validity. Moreover, the Board see no reason to suppose that if its issue had been reported at the time, their predecessors would under all the circumstances have withheld their confirmation. They do not hesitate therefore to recommend that all objections to the validity of the Cowle on this ground be now formally waived.

5. It remains to consider the obligations imposed on Ruthnavaloo Chetty by the Cowle itself. The document though loosely drawn up shews clearly that the Cowle-holder was first to build the Tank, and then from time to time keep it in repair. At present it is in an unsatisfactory state and the estimate prepared by the Engineer Department for its repair and improvement in 1853, amounted to Rupees 2,060, and was objected to by the then Collector Mr. Bourdillon as excessive. The Board also considered that the Cowledar could only be expected to repair the Tank and not either to extend or improve it.

6. The Collector now reports that Ruthnavaloo Chetty expended Rupees 780 on the Tank in 1856, and that according to an estimate of the Tahsildar a further outlay of 400 Rupees will be sufficient to repair the work with its supplying channels. To this arrangement the Board see no objection, and request the Collector to ascertain whether Ruthnavaloo Chetty will consent to it.

7. The Board think it however very desirable to commute the share enjoyed by Ruthnavaloo Chetty into a fair equivalent in rent free land, and Mr. Whittingham will also enquire whether Ruthnavaloo Chetty will assent to this arrangement whereby he will be relieved from all further expense and responsibility. His share at present seems to have varied from Rupees 112 to Rupees 35 per annum, and it cannot be expected that with such returns he can afford to keep the Tank in proper repair or, a matter of equal importance to the resident proprietors, improve and extend its means of irrigation. In the event of Ruthnavaloo Chetty consenting the Collector will in communication with him propose what may be deemed a fair and just equivalent for his Duswundum rights and privileges.

8. The Board particularly request an early reply from the Collector to whom two petitions on the subject of these persons are also herewith forwarded.

Fort Saint George, Revenue Consultation of 1st March 1859.

In Con. 6th Dec. 1855.

Ordered that a copy of these Proceedings be submitted to Government with reference to Extract Minutes Consultation 2nd October 1855, R. D., No. 1102, para. 21.

(A true Extract.)

(Signed) J. D. SIM, *Secretary.*

No. 19.

ORDER THEREON, No. 254; dated 28th February 1859.

The Government will await the final report of the Board before expressing an opinion on the case; they will only observe here, that no attempt is made to afford explanation of the 3½ years' delay in replying to E. M. C. 2d October 1855.

2. It is requested that a copy of Mr. Grøeme's Cowl may be laid before Government by the Board with their report.

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

No. 552.

EXTRACT from the PROCEEDINGS of the BOARD of REVENUE, dated 14th February 1859.
Read letter from the Collector of North Arcot, dated 7th December 1858, No. 253.

(In Con. 28th December 1858, No. 5541.)

The above report refers to the Duswundum Cowle held by Ruthnavaloo Chetty which has been the subject of lengthened correspondence.

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5. It remains to consider the obligations imposed on Ruthnavaloo Chetty by the Cowle itself. The document though loosely drawn up shews clearly that the Cowle-holder was first to build the Tank, and then from time to time keep it in repair. At present it is in an unsatisfactory state and the estimate prepared by the Engineer Department for its repair and improvement in 1853, amounted to Rupees 2,060, and was objected to by the then Collector Mr. Bourdillon as excessive. The Board also considered that the Cowledar could only be expected to repair the Tank and not either to extend or improve it.

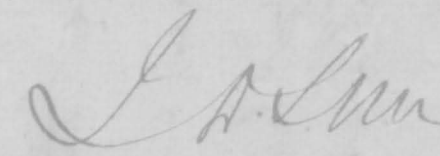
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8. The Board particularly request an early reply from the Collector to whom two petitions on the subject of these persons are also herewith forwarded.

Ordered that a copy of these Proceedings be submitted to Government with reference to Extract In Con. 6th Dec. 1855. Minutes Consultation 2d October 1855, R. D. No. 1102, para. 21.

(A true Extract.)



Secretary.

To

J. D. BOURDILLON, Esq., Secretary to Government, R. D.
Copy to Collector of North Arcot.

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Copy in a B. to E.
8/32 Reel: 1839, No 74.

20-1 28

Revenue 1839 Sept 11
20th Dec 1839

No 209

Extract from the
Proceedings of the
Board of Revenue

Dated 14th February 1839
No 15

5-2-39

No 532

From 20th June 1839

By Geo: 15

Sheweth that the Board of Revenue, a little from the Office of the Board, reporting on the Recommendation. And hereby recommending that the Board should be a share in the Revenue from the Revenue. And of the Board, gathering Village, and extracting the Board, instructing to the Office for Circulating the above and a copy of the same in the Board.

At 234. 28th February 1839

with an order

17th Aug 25

12/18 19.

No 257.

The Board will avoid the final report of the Board before the Board, they are opinion in the case; they will only receive here, that no attempt is made to afford explanation of the 3 1/2 years delay in replying to the Board 2 Oct 1835.

It is suggested that a copy of the Board, could say he said before the Board by the Board with their reply & the order.

W. A. 28th Feb 1839
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