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THE PUNJAB TENANCY ACT

THE
PUNJAB TENANCY ACT

(AS AMENDED UP-TO-DATE)

BY
RAM LAL ANAND,
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PREFACE

Though there are several commentaries on the Punjab Tenancy Act, none of them is primarily meant for the use of students and it need hardly be said that the requirements of the students are not identical with those of a busy practitioner. This book is intended to meet such a want. If the author succeeds even partially to lighten the burden of the hard worked law students he will feel amply rewarded for his labours. The book though primarily meant for students, it is hoped, will prove useful also to a busy practitioner.

RAM LAL ANAND

THE PUNJAB TENANCY ACT, 1887

(ACT XVI OF 1887)

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INTRODUCTION.

“The tenure of land in India” to quote Mr. Field “is considered to be a subject of considerable difficulty.” In fact on occasions more than one in the earlier days of English rule in India it proved to be a veritable hot bed of bitter controversies and not unoften was the discussion conducted by the parties holding the opposite views characterised by asperity and rancour. One view, of which Mr. Grant was the chief exponent, was that proprietorship in the soil vested in the sovereign who was in right and in fact the real acting landlord, entitled to, and receiving from, the ryots or husbandmen a certain portion of the gross yearly returns in money or in kind. This view recognised no intermediate holder of the soil between the sovereign and the cultivating peasant Sir John Shore led the other view that the Zamindar was the real owner of the land who owed nothing to the sovereign but a portion of the produce.

Mr. Field, in his learned treatise on “Landholding and the Relation of Landlord and Tenant,” traces this difference of opinion and much of the difficulty attending the subject to the fact that diverse circumstances of different parts of the country have not been given their due weight. “Institutions” he proceeds, “which in some places were originally complete in all their parts and the subsequent development of which became perfect, were in other places originally incomplete or were afterwards but imperfectly developed. Their growth was hindered at different stages, in different localities, by circumstances of external violence connected with those waves of invasions and conquest which swept with varying violence over the country. When these disturbing elements had passed away and amid the peace of British rule, the relics of former institutions came to be examined, it is not surprising that they suggested various ideas as to the nature of perfect original.” Speculative discussions, however ingenious, can lead to no tangible conclusion. A historical survey of the subject is calculated to yield better results. Moreover in such a treatment of the subject it is easier to steer clear of the political considerations that so often influenced the discussions referred to above.

Beginning with Hindu period let us go as back as the days of Manu. It is true that the great Code of Manu does not lay down in so many words as to whom the property in soil belonged. He is anything but explicit. In fact it has been argued with some show of plausibility that the phrase “Lord paramount of the soil” with which the king is referred to in the Code lends colour to the view that the ownership in the land vested in the king.

But the opposite view that the property in the soil was with the community and not the king, commands the weight of authority and is more in keeping with the internal evidence in the Code. The text "land is the property of him who cuts away the wood" or in the words of the commentator "who tilled and cleared it" cannot be lightly explained away. This text is susceptible of only one meaning and vests the ownership of the soil in the cultivator. To this it may be added that the king's interest in the soil was normally restricted to one sixth share of the produce. The person, therefore, who is entitled to the remaining five-sixth of the share should be styled the proprietor of the land. Few will, however, now seem inclined to deny that ownership as was within the conception of the people of those days was with the community which existed long before the kings and sovereigns.

During the Mahomedan rule, also private ownership in the soil was recognised in theory as well as in practice. As to theory one need only refer casually to Mahomedan jurists to be convinced on the point. "Tributary land" to quote the well known Khazanat-ul-revayah, "is held in full property by its owner and so is tithed land. A sale, a gift, a charitable devise of it is lawful and it will be inherited like any other property." Muhammad, the famous Mahomedan jurist, remarks in his book *Almuheet*, "Lands are held in full property by them. They shall inherit those lands and shall pay the tribute out of them. The sovereign has a right of property in the tribute or rent. A town or district annexed to it shall not be sold by the sovereign, if it pay the tribute to the crown, nor shall it be given, nor inherited, nor shall it belong to the royal dominions for inheritance as annexed to property and he who has the tribute from the land, has no property in the land, hence it is known that the king has no right to grant the land which pays tribute but that he may grant the tribute arising from it." Thus so far as theory is concerned, the recognition of private property in land could not be put in more explicit terms. As to practice we must ignore the state of affairs in pre-Akbar days. Before Akbar the Mahomedan rule had not yet been well settled; at any rate, no coherent system of land administration had been yet evolved. "Before him" to quote Mr. Madan Gopal "the Government being despotic in its principle and arbitrary and irregular in its practice, it was almost difficult to distinguish or discriminate between power and principle, fact and right." In times of Akbar the practice was to divide the produce of the soil between the sovereign and the cultivator in various proportions; sovereign's share, sometimes, being one-third and sometimes, one-fourth as the situation and quality of the soil and the labour and expense attending its cultivation demanded. Todar Mal, the well known Finance Minister of Akbar, who was entrusted by Akbar to arrange the revenues of his empire recognised the ownership of the husbandman in soil. The management of the land was entirely left with

the zamindars with whom he concluded a settlement for 10 years. The lands were transmissible by inheritance and the tenant looked up to the zamindar as his master. The proverbial expression that "the land belongs to the zamindar and the revenue to the king" is another piece of evidence establishing recognition of private ownership in the soil. The farming system introduced by Farrukhseer whereby villages were leased to contractors called farmers who made their own arrangement with the occupier of the land had the effect of transferring the ownership to the farmer and reducing the real owner to the status of a tenant for during chaotic periods that followed the downfall of the Moghul Empire; these farmers assumed the role of zamindars on account of their long connection with the soil. Nevertheless, the private ownership in the soil was as much in evidence under this system as in pre-Farrukhseer era.

The British on their advent recognised the right of the zamindar in the soil as it had the sanction of practice and usage. Later on as mentioned before a controversy raged round the subject which was, however, partly the result of a misapprehension arising from the double role played by some of the zamindars. In this connection the following passage culled from Mr. Madan Gopal's Tenancy Act may be perused with advantage. "It appears to the writer" says the illustrious author "that the principal reason of this contention was a misunderstanding as to the correct meaning of the word Zamindar as used in Sanads granted by Moghuls. Certain Zamindars, *i e.*, owners of the soil, had also conferred upon them the power of collecting revenues—which was an office conferred on an individual, not an office hereditary as of right—and as a Zamindari was expressly called a service in the Sanad, this led to the misapprehension that it was an office and that the lands were not their property. In Akbar's time there were numerous rich and powerful Zamindars. They were not of his creation. The new invaders who claimed the revenue from motives of policy and humanity, very probably employed the ancient possessors of the land as their agents for the collection of the taxes of the State. The Zamindar was thus looked at from double point of view as hereditary possessor of the soil and as the servant of the State and this led to the misapprehension."

Growth of Tenant rights.—Mr Field traces the growth of the Tenant rights from the days of simple village communities in a very admirable manner and one may, therefore, be excused for quoting him on this point in *extenso* "The internal administration of the country" says he "was conducted by a chain of civil officers consisting of lords of single townships or, villages, lords of 10 towns, lords of 100 towns and lords of 1,000 towns. It was their duty to collect the revenue and they were remunerated by small fees in kind or by a portion of the king's share of the produce. In later times and especially after the Muhammadan conquest, many of the links of the system which connected the township or village with the governing power became wanting and other modes of connection

were substituted as the policy, or the necessity of the rulers, dictated. But whatever were the means of connection, the village community possessed an inherent vitality in itself which preserved it amid the revolutions of power and the changes of dynasties. This community was a little republic having its own territory and its own municipal government under a headman formerly the king's agent and removable at his pleasure but whose office afterwards became hereditary according to the tendency of all Hindu institutions. He settled with Government the revenue to be paid for the year and apportioned the amount amongst the villagers. For the payment to Government he was held personally responsible and was punished in cases of default. The territory was the common property of the original inhabitants, the members of the original patriarchal family. In some villages the cultivated lands only were divided, periodical interchanges of the portions being occasionally usual or the division being once for all final and complete. In both cases, however, the waste land remained common for pasturage, until an increased population necessitated an extension of cultivation. In other villages the division included the waste as well as the cultivated land. A compact portion of land was not given to each individual, but a share of each description of soil, suitable for the produce of each different crop, was assigned to every member of the community. All the members were liable for the dues of Government and other public burdens in proportion to their respective shares. While the village community remained in its infancy, this simple state of things presented no conflict of rights, no difficult social problems which could not be solved by the headman assisted by assessors of his own choice or by arbitrators named by the parties. But as the patriarchal family became developed, as the original stock became more ramified, as the shares of the original members became divided and sub-divided by the operation of a law of inheritance which did not acknowledge primogeniture, and as transfer of share was first allowed and then became usual—a very much complex state of affairs arose, new rights sprang into existence, and the idea was created of individual interest at variance with ownership. Even if the lands had remained in the possession of the descendants of the original members of the patriarchal family, considerable complexity would have been brought about by the operation of the law of succession, but the introduction of the strangers was the great cause of intricacy. This introduction was effected in two ways: First, a member of the community might sell or mortgage his right to a stranger. This was not, however, frequent in the early history of township, though it became common in later times, secondly, the original settlers finding that they had more good land than they themselves could cultivate, would endeavour to make a profit of it through the labours of others. No method came easier than to assign it to a person who would engage to pay the government share of the produce with an additional share to the community. While land was plenty and many villages were in progress of formation, no man would undertake to clear a spot, unless he was to enjoy to

for ever, and hence *Permanent Tenants* would be created. When a share of the common rights passed into the hands of females or of persons whose caste prevented them from personally performing the manual labour of cultivation, a similar practice would be adopted as to land already brought under tillage which would thus be made over to some one who would undertake to cultivate it, to discharge the government dues, and give a share of the produce to those on whose behalf he cultivated. Temporary tenants would thus come into existence. The love of ease so natural to the native of India, the desire to escape manual labour and to be supported by the labour of an inferior would bring about the same result in respect of other portions of land.....The true state of things seems to have been this. When there was plenty of un-occupied land and population was sparse, the competition was not among tenants for lands, but among Zamindars for raiyats. Tenants once induced to settle in the village were fostered; and where the son was able to step into father's place, the arrangement suited both parties too well for any doubt to be raised as to the course which would be pursued upon the death of a tenant. Non-fulfilment of the conditions on which the land was cultivated, non-discharge of the government dues or non-delivery of the proprietor's share of the produce was the only ground which rendered it necessary to remove a tenant. Some land-holders indeed conceived themselves to possess the power of ousting these tenants in favour of other persons who were willing to give a higher rent; but in a state of society in which rents were regulated by custom, and not by competition, such new tenants did not often present themselves and so the practical exercise of the powers was not frequent. Thus notwithstanding, occasional instances of ouster, it gradually became usual, in the language of later stage of development, not to evict *khudkasht raiyats* (permanent tenants) so long as they paid their rent. It has been well observed that mankind's notions of right are founded on prescription; and under a government of absolute discretion destitute of appliances for legislation, custom was really the sole legislative power. The temporary tenants were generally re-idents of another or neighbouring village who could not obtain in their own as much land as they were able to cultivate; and these were called *paikasht raiyats* or *raiyats* cultivating land *near* their own village. These have been held by all authorities to have no rights and to be mere tenants-at-will. They generally made more favourable terms and paid lower rates than the *khudkasht raiyats*. Not having their habitations in the village they were not amenable to pressure, and could at any time abandon the land, to which they had no particular attachment. Among both these classes of *raiyats*, there were variations in the rates due to several causes, one of the most important of which was that more favourable terms were given to high caste cultivators such as Brahmans, Kashattriyas and Kayasthas. The amount of this consideration varied and was sometimes sufficient to enable the favoured individual, if above manual labour to keep a servant to do the work of cultivation. Thus we get a

class of labourers who were sometimes slaves when servitude was customary and legal."

To the causes detailed above such an extension in cultivation, or, the proprietorship of soil passing into hands of those who either on account of age, infirmity, love of ease or disdain of manual labour, born of high birth or sex, did not like to cultivate the soil with their own hands, which brought into vogue the institution of tenancy may be added the farming system of the days of Farrukhseer which as mentioned before raised the farmers or, contractors of revenue into a class of landlords and reduced the real owners to the status of tenants.

After the grant of *Diwani* in 1765 to East India Company, with a view to make proper and effective arrangement for the collection of revenue, it became necessary for the said Company to make a thorough enquiry as to relations then existing between the Zamindars and their tenants and to legislate if necessary, defining their rights and obligations *inter se* and prescribing the Zamindar's power of taxation and fixing his emoluments. This question of necessity or otherwise of the Government interposition led to a bitter controversy. As the term of the quinquennial settlement of 1772 approached completion, the course which should be adopted in forming a new settlement became the subject of anxious consideration. Mr. Warren Hastings was for affording protection and security to the raiyat. But he was of opinion that further and more exact information was required before Government could make an accurate valuation of lands and take steps to afford any protection to the raiyat. He, therefore, proposed that a temporary office be constituted under the conduct of one or two covenanted servants assisted by a native Diwan and other officers for the purpose of collecting and compiling the necessary information. Mr. Francis opposed the proposal vehemently. He did not consider that the raiyat was the proprietor nor did he consider it necessary that he should be so either for his own benefit or that of the State. The scheme of every regular Government, according to him required that the mass of the people should labour and that the few should be supported by the labours of the many who receive their reward in peace, protection and security which are concomitants of just authority and regular subordination. He urged that though apparently it was given out that it was proposed to secure to the raiyats the perpetual and undisturbed possession of their lands, the real object was only to give a colour to acts of violence and injustice against the Zamindars and other superior ranks of Indians. He advocated *Laisser-faire* policy and said that if left to themselves, they will soon come to an agreement which each will find to his advantage and that the intervention of the Government between them should be confined to the enforcement of their respective engagements. Mr. Hastings while admitting the soundness of the above proposition under normal

circumstances, controverted it and maintained the necessity of Government interposition on the ground that majority of the Zamindars of both Bengal and Behar were incapable of judging or acting for themselves, being either minors or men of weak understanding or absolute idiots. He also maintained that one result of leaving the parties free to contract would be that the ancient and industrious raiyats who had built themselves substantial houses on their tenancies and had thus acquired a stake would be obliged to submit to undue exactions while the vagarant raiyats would be in a position to enjoy better terms which would operate as an encouragement to desertion and to the depopulation of the country. Mr. Shore also strongly advocated the necessity of Government interposition on the following grounds:—

1. That the things were then in a singularly confused state.
2. That the relation of a Zamindar to Government as also of a raiyat to a Zamindar was neither that of a proprietor nor of a vassal but a compound of both.

3. He did not consider the Zamindars fit for the responsible rights of property. Added to all these, "The rent of the land" he remarked "through whatever channels it passes into the public treasury, is paid originally by the raiyats or the immediate cultivators of the soil. Their situation not only on this account but as; being the most helpless and exposed to oppression, ought naturally to attract the attention and engage the interest of the ruling power." Lord Cornwallis agreed with Sir John Shore in the necessity of some interference on the part of the Government for effecting an adjustment of the demands of the Zamindars upon the raiyats. But unlike Sir Shore he did not think that imposition of any limitations on the taxing power of the landlords meant any interference with their proprietary rights. In fact, he stoutly denied the Zamindar's right to impose *abwabs*. He went to the length of maintaining that in many parts of Bengal the Zamindars were not entitled to evict their tenants as long as they paid rent nor was this in any way inconsistent with proprietary rights. But he was of opinion, and rightly so, that prohibition of imposition of *abwabs* by the landlord did not imply prohibition to raise rent. The directors expressed their views as to what should be done for the raiyats in the following terms:—"We, therefore, wish to have it distinctly understood that, while we confirm to the landlords the possession of the districts which they now hold, and subject only to the revenue now settled, and while we disclaim any interference with respect to the situation of the raiyats, or the sums paid by them with any view to an addition of revenue to ourselves, we expressly reserve the right which clearly belongs to us as sovereign of interposing our authority in making from time to time all such regulations as may be necessary to prevent the raiyat being

disturbed in their possession or loaded with unwarrantable exactions. A power exercised for purposes we have mentioned and which has no view to our own interests, except as they are connected with the general industry and prosperity of the country, can be no object of jealousy to the landholders, and instead of diminishing, will ultimately enhance the value of their proprietary rights. Our interposition, when it is necessary, seems also to be clearly consistent with the practice of the Moghul Government, under which it appeared to be a general maxim that the immediate cultivators of the soil duly paying his rent should not be dispossessed of the land he occupied. This necessity supposes that there were some measures and the limit by which the rent should be defined, and that it was not left to the arbitrary determination of the Zamindar, for otherwise such a rule should be nugatory and in point of fact the original amount seems to have been annually ascertained and fixed by the Act of the Sovereign." This discussion as to the status of the Zamindar culminated in the well known Permanent Settlement of 1793. The proclamation was embodied in Regulation No. 1 of 1793. One of the articles of the Regulation containing the pledge of protection to the raiyats ran as follows:—

"It being the duty of the ruling power to protect all classes of people and more particularly those who from their situation are most helpless, the Governor-General in Council will, whenever he may deem it proper, enact such regulations as he may think necessary for the protection and welfare of the dependent talukdars, raiyats and other cultivators of the soil, and no Zamindar, independent talukdar or other actual proprietor of land shall be entitled on this account to make any objection to the discharge of the fixed assessment, which they have respectively agreed to pay."

The authority of the Government to interpose between the Zamindar and the tenant having been settled, several rules and regulations were framed by Government with the object of defining and regulating their respective rights and obligations. Later on several Acts of legislature also were enacted for the same end.

Now turning to our own province we find that on the eve of its annexation to the British territory, the relation between landlords and tenants were in an extremely vague and unsettled condition. In fact they were in the melting pot. The landlord seemed to possess no such thing as absolute rights. Soon after the annexation of the province, a dispute arose as to the advisability or otherwise of bestowing proprietary rights on the landholder. The revenue system of the Sikhs did not allow any rights in land except those of the cultivator. It did not recognise such *tertium quid* as the proprietor between the State and the cultivator. "Before our Government" says Sir John Strachey "was established, there was no such thing in possession of the individuals as

proprietary right in land according to our ideas of what property is." The controversy, here as in Bengal, ended in the recognition of proprietary rights of the landholder. "As territory after territory was absorbed" says Mr. Thorburn, "we blindly divested ourselves of the immediate ownership of the soil and conferred it upon actual occupants, or when it suited us, upon local chiefs or useful middlemen." This controversy having been set at rest, settlement work was commenced in every district of the Punjab. Section 1 of Regulation VII, of 1822 required the Settlement Officer to direct his principal efforts to the "ascertainment, settling and recording the rights, interests and properties of all persons and classes occupying or cultivating the land," while section 9 enjoined that in making or revising a settlement of land revenue, Collectors and other Settlement Officers were "to ascertain and record the fullest possible information in regard to landed tenures, the rights, interests and privileges of the various classes of the agricultural community". The rights of the cultivator thus became the subject of much official controversy. The early administrators of the Punjab, as most of them came from the United Provinces of Agra and Oudh, were imbued with ideas learnt and imbibed there and following in the wake of the sister province created rights of occupancy. This led to a furious controversy. One set of officials argued that inasmuch as the burden of Government revenue through whatever channel it came to Government treasury fell ultimately on the cultivator and as he was often in a helpless and trodden down condition, he deserved special consideration. It was, therefore, urged that in case of a tenant of a long duration his possession should be made permanent, heritable and alienable. It was also claimed on his behalf that there should be a check on the capricious enhancement of rent. But it was conceded, nevertheless, that the proprietor in case of an alienation by the tenant of his land should have a right of choice of tenant. It was, therefore, proposed to give him a right of certain kind of pre-emption. But the second school was opposed to recognition of occupancy rights. Those belonging to this set argued that conditions of the two provinces were essentially different. Mr. (afterwards Sir Richard) Temple in para 207 of his Settlement Report of the Jullundur District stated that "the rights of occupancy apart from proprietary rights were unknown. The Government may have partially recognised it, but the people did not; however long a patch of land may have been occupied the proprietor would at his pleasure resume it without ceremony and the cultivator would resign it without demur." Again in para 298 he writes "It was not attempted to fix any term of occupancy which should *per se* entitle a cultivator to rank as hereditary, but it will be found that cultivators who have been in possession of the same field for 12 years and upwards have at the present settlement generally been vested with hereditary rights." Further in para 302 of the same report, he observes "The distinction between hereditary and non-hereditary cultivator is not indige-

nous to this part of the country. It has been introduced by the Settlement." Mr. Cust, Settlement Officer, Gurdaspur, also observed to the same effect. Similarly Mr. (afterwards Sir Robert) Egerton remarked:—"The rights of the hereditary cultivator have been entirely created under our rule. Under the Sikhs the proprietor had always the right of ousting a tenant whenever he chose" Mr. Prinsep, Commissioner of settlement in the Amritsar Division, opposed occupancy rights on various grounds. He contended that at the time of first settlement there was neither landlord nor tenant in the ordinary meaning of the terms. He also pointed out that no enquiry into the mutual relations of landlords and tenants had been made at the first settlement and 12 years' occupancy had been accepted as the only test and that local usages and customs had been entirely ignored. He further remarked that this creation of occupancy rights was opposed to the usage of the country and destructive of proprietary rights. A mere term of occupancy was no good test of a right of occupancy and that it was the nature quite as much as the length of occupancy which entitles a tenant to the privilege. He pointed out from statistics compiled by him that a large number of tenants entered as *maurusi* when confronted with their landlords admitted that they were tenants-at-will. He also drew attention to a very significant fact that out of 10,000 holdings more than one-third had actually been entered as having rights of occupancy, the meaning of which was that occupiers of these holding could not be ejected so long as they paid rent, yet no rent had either been fixed at the last settlement of those holdings nor had any been paid since that day. But the committees appointed by the Government were of opinion that it would not be advisable to reopen the question as they feared lest an alteration in the status of hereditary tenants might be construed as a breach of faith on the part of the Government and be the cause of dissatisfaction. The rule of granting hereditary rights on 12 years' occupation did not find acceptance and it was found necessary to introduce a Bill in the Legislative Council. Accordingly on the 17th January 1868, the Hon'ble Mr. E. L. Brandreth introduced a bill to define and amend the law relating to the tenancy of land in the Punjab. After a heated debate the measure was considered premature and was dropped. But at a subsequent stage, the measure after various alterations, having been pressed by Sir Richard Temple was carried and passed into law as Act XXVIII of 1868 on 21st October 1868. The effect of the passing of the Act was that force of Mr. Prinsep's objection against granting occupancy rights on a tenant of 12 years' standing was admitted and provision was enacted that mere lapse of time did not confer rights of occupancy. But it was thought advisable to protect the rights already conferred on the score of 12 years' possession rule and section 6 was enacted with that end in view. Section 5 was created to confer occupancy rights who were not paying any rents, or who had helped in the foundation of the village, or who

were owners of the land but had ceased to be owners thereof or who were *jagirdars* in the village in which they occupied land. To cover unforeseen and miscellaneous cases for grant of occupancy S. 8 was brought into being. The Act was divided into 7 chapters. (1) Preliminary mostly dealing with agreements between landlords and tenants. (2) Rights of occupancy, (3) Rent, (4) Ejectment, (5) Relinquishment, leases, alienations and succession, (6) Compensation for tenants' improvements and (7) Procedure.

Within only a few years from the date of enactment, proposals were in the air to amend the Act. But the Government did not express its agreement with a proposal to place another Act on the legislative anvil. During the revision of settlements in some districts of the Punjab particularly Hoshiarpur and Sirsa facts came to light which showed the necessity of an immediate change in law. Moreover the Famine Commissioner had made various suggestions for the improvement of the relations between landlords and tenants, several of which had been given effect to in the shape of Rent Acts in other provinces. These suggestions had yet to be availed of in the Punjab and hence the necessity of an alteration in law could not be denied. Accordingly Col. Davies, the then Financial Commissioner, Punjab, obtained leave to introduce a Bill on the subject. The Bill was referred to a Select Committee on the 7th July 1886. It was re-considered and passed by the Council on the 22nd September, 1887 and received the assent of the Governor-General in Council on the 23rd September 1887. The following are the changes effected by the present Act in the old law :—

1. The omission of the word '*heretofore*' from s. 5 (5) and thus conferring right of occupancy on thousands of non-occupancy tenants.
2. Addition of the provision embodied in section 5. clause (2). Clause (1) of s. 5 corresponding to s. 5 (1)(a) of the present Act laid down a very hard rule of substantive law, the fulfilment of which entailed a good deal of hardship. The Legislature has given a practical relaxation to a very rigid rule of substantive law by adopting an elastic rule of evidence which the courts will apply according to the circumstances of the case.
3. The word tenant has been so defined as to include the predecessor and representative in interest of a tenant. Its result is that successor-in-interest is now in as good a position as the original settler or *jagirdar* or the owner who had ceased to be owner thereof.
4. Section 6 has been amended in such a way as to take away the power of the landlord to disprove the right of a tenant recorded as an occupancy tenant in the earlier settlements.

5. Section 10 of the old Act instead of enacting that joint owners of the common lands of a village shall not acquire occupancy rights in such lands, provided that no right of occupancy shall be acquired in the common lands of a village. This has been set right.

6. Rent has been made the first charge on the produce.

7. Power has been given to Settlement Officers to fix the rents of occupancy tenants at the time of the assessment of land revenue.

8. The scale fixed for the enhancement or reduction of the rents of occupancy tenants, has been adjusted with reference to the land revenue.

9. In chapter on relinquishment and ejectment, the provision enabling the landlord to buy out the lowest classes of tenants has been omitted.

10. Widow's right to succeed to occupancy rights has been recognised.

11. Landlord has been given a right to effect improvements on the land held by an occupancy tenant, and demand an increased rent in consequence.

12. A provision has been made for compensation for disturbance of clearing tenants.

13. Provisions relating to jurisdiction have been added whereby a good deal of judicial work from the hands of ordinary civil courts has been taken away.

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